

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Consolidated Maintenance Services		Page of Pages 1      157		
2. Contract Number		3. Solicitation Number POAM-2006-R-0021		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:			
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement 441 4th. Street, NW, Suite 703 South, Bid Counter Washington DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC</u> until <u>2:00 PM</u> local time <u>9-Feb-06</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Roscoe Wade		B. Telephone (Area Code) 202 (Number) 727-5252 (Ext)		C. E-mail Address <a href="mailto:roscoe.wade@dc.gov">roscoe.wade@dc.gov</a>	
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<b>OFFER</b>							
within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
		_____ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print) Roscoe Wade		23. Signature of Contracting Officer (District of Columbia)				24. Award Date	



Government of the District of Columbia



Office of Contracting & Procurement

DC OCP-209(11-2004)

## **SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement on behalf of the Office of Property Management (the District) and the Unified Communication Center, is seeking a contractor or contractors to provide a Consolidated Maintenance Contract that shall include janitorial and other related supplemental services. The purpose of this procurement is to provide cleaning and related services at a District-owned facility that result in clean and well maintained work environments, business service areas and other areas that are not readily visible to the public with the goal of having clean facilities for District's workforce and the public at all times.

**B.2** The District contemplates award of a multi-year requirements contract with an IDIQ component with payment based on a fixed fee. In addition, there is a cost-reimbursable component and the District will reimburse the Contractor for approved costs incurred in performing the required services.

### **B.3 REQUIREMENTS**

The Contractor shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of Operations, Maintenance and Repair (OM&R) services of facilities, structures, equipment and systems described herein.

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

**B.3.1** Delivery or performance shall be made only as authorized in accordance with the Ordering Clause (Section G.10). Also, see Section B.7 below. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required good and services from another source.

**B.3.2** There is no limit on the number of orders that may be issued.

**B.3.4** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the contract.

#### **B.4 IDIQ CONTRACT**

There is an IDIQ component to this contract for the supplies or services specified, and effective for the period stated.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule. The District will order at least the minimum quantity for each CLIN (see Section B.6). There is no limit on the number of orders that may be issued.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after the expiration of the contract.

#### **B.5 PRICE SCHEDULE - REQUIREMENTS**

B.5.1 Each line item below includes all labor, materials, equipment, tools, supervision and management support to accomplish the relevant tasks in accordance with the specification. All proposed prices should be for the unit indicated.

<b><u>Contract Line Item No. (CLIN)</u></b>	<b><u>Item Description</u></b>	<b><u>Notes</u></b>	<b><u>Unit</u></b>	<b><u>BID PRICE: BASE 2 YEARS</u></b>	<b><u>BID PRICE: FIRST OPTION YEAR</u></b>	<b><u>BID PRICE: SECOND OPTION YEAR</u></b>	<b><u>BID PRICE: THIRD OPTION YEAR</u></b>
0001	Basic Services: Operations, Maintenance and non-reimbursable Repairs		MONTH	\$	\$	\$	\$
0001A	Elevator Maintenance		MONTH	\$	\$	\$	\$
0001B	Maintenance and Repair of Emergency Generators		MONTH	\$	\$	\$	\$
0001C	Preventive Maintenance of Oil and Gas Burning Systems		MONTH	\$	\$	\$	\$

0001D	Landscape/Grass Cutting/Mulching/Weeding /Fertilizing/Pruning		MONTH	\$	\$	\$	\$
0001E	Landscape/Snow Maintenance		MONTH	\$	\$	\$	\$
0001F	Landscape Irrigation System		MONTH	\$	\$	\$	\$
0001G	Custodial Maintenance		MONTH	\$	\$	\$	\$
0001H	Fire Alarm Maintenance		MONTH	\$	\$	\$	\$
0002	Hourly rate, General Maintenance Technician, Normal Working Hours [IDIQ]	3,4	HOURLY	\$			
0003	Hourly rate, General Maintenance Technician, overtime [IDIQ]	1,3,4	HOURLY	\$			
0004	Hourly rate, General Maintenance Technician, Emergency Callback [IDIQ]	2,3,4	HOURLY	\$			
0005	Hourly rate, HVAC Technician, Normal Working Hours [IDIQ]	3,4	HOURLY	\$			
0006	Hourly rate, HVAC Technician, overtime [IDIQ]	1,3,4	HOURLY	\$			
0007	Hourly rate, HVAC Technician, Emergency Callback [IDIQ]	2,3,4	HOURLY	\$			

## NOTES:

- A Overtime-hourly rates shall be applied for Additional Services and Reimbursable repairs work required to be performed after the Normal Working Hours of the buildings if such work can be scheduled in advance.
- B Emergency callback hourly rates shall be applied when a technician must be called in outside of Normal Working Hours, without advance scheduling, to perform Additional Services or Reimbursable Repairs.
- C Lines marked IDIQ are indefinite quantity, indefinite delivery line items. These rates only apply to work which is reimbursable, i.e., either Additional Services or for Reimbursable Repairs.
- D Hourly rates are proposed only once. These rates may, in the event of wage determination rate increases, be escalated in accordance with FAR 52-222.44.
- E Any or all of the above IDIQ items may be exercised at the discretion of the District either at commencement of the contract or at any time during the term of the contract with thirty (30) days written notice. If exercised, the scope associated with subject pricing may be removed from the scope of the contract with thirty (30) days notice at any time during the term of the contract.

## **B.6 ORDERING LIMITATIONS**

- B.6.1 The minimum ordering level for IDIQ Additional Services and reimbursable repairs is \$50.00 per annum for each year the contract is active.
- B.6.2 The annual maximum ordering limitation for IDIQ Additional Services and Reimbursable Repairs is \$250,000 and \$950,000, respectively, over the life of the contract.
- B.6.3 The limitation per individual order for IDIQ Additional Services and Reimbursable Repairs is \$10,000.

## **B.7 PLACEMENT OF ORDERS FOR ADDITIONAL SERVICES**

- B.7.1 When Additional services are required, the COTR has delegated authority from the CO to place orders. Orders shall be placed in writing. The order for service will describe the service to be provided and will establish either a fixed price for the work indicated, or a maximum Contractor compensation.
- B.7.2 District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

B.7.3 There will be a minimum reimbursement of two (2) labor hours for Emergency Callback services that are deemed reimbursable.

B.7.4 When the Contractor determines that a Repair is needed, which exceeds the Minor Repairs threshold, the Contractor, shall immediately notify the COTR. If the District's reimbursement responsibility is anticipated to exceed \$2500, the District must issue a Task Order through the normal District processes before the Contractor may proceed. Otherwise, the COTR has authority delegated by Contracting Officer to direct the Contractor to proceed orally.

## **B.8 ADDITIONAL SERVICES [INDEFINITE QUANTITY PROVISIONS]**

### **B.8.1 General**

B.8.1.1 The Contracting Officer may order Additional Services at its discretion. Additional services may include any services related to OM&R, alterations, systems upgrades, system operation, or tenant services within covered facilities, but not covered within Basic Services (i.e., not already a requirement of the contract).

B.8.1.2 At the request of the COTR, the Contractor shall provide a price proposal to accomplish an Additional Services job within forty-eight (48) hours of the request. The price proposal must follow the pricing guidelines described herein. Price proposals for Additional Services become fixed price on Acceptance and order by the Contracting Officer. Although price negotiation and determination of price reasonableness is made on the basis of labor, materials and subcontract costs following the pricing guidelines described herein, the price accepted is not adjusted after completion of work to actual man-hours or actual materials cost.

## **B.9 PRICING ADDITIONAL SERVICES**

**B.9.1** The Contractor's price proposal for an Additional Services job must follow the guidelines described below.

### **B.9.1.1 Parts and Materials**

If parts or materials are required for a project, the District may provide the parts or materials, or the Contractor may be asked to provide the parts and materials. All parts and material used shall be of the same or higher quality of the installed equipment and shall not void any warrantee. Parts and materials shall be reimbursed at actual cost. However, the District will reimburse other related costs considered as allowable costs provided such costs were incurred while obtaining the parts and materials and supported by documentation.

### **B.9.1.2 Labor**

Price proposals must use the labor rates established in the bid schedule, unless work is subcontracted. The labor categories in the price schedule correlate with the categories in the Service Contract Act Directory of Occupations. If work is

construction in nature, and exceeds \$2000 in price, then the Additional Services order must incorporate an appropriate Davis-Bacon wage determination. Labor rates will be agreed upon subject to negotiation.

**B.9.1.3 Subcontracts**

If work is to be subcontracted, the subcontracted part of the work will be paid at the agreed upon price between the Contractor and its sub-contractor.

**B.9.1.4 Cost Documentation**

If the Contractor provides the parts and materials, or if work is subcontracted, the Contractor shall furnish on request copies of invoices, vendor quotes, or receipts, with the Contractor's proposal, or as substantiating documentation with the Contractor's invoice after completion of work.

**B.9.1.5 Competitive Bids**

If a single part or component, or a single type (line item) of parts, components, or materials for a project equals or exceeds \$2500, the Contracting Officer may require that the Contractor obtain three bids from suppliers, and include documentation of these bids with his proposal. If subcontract work costs more than \$2500, the Contracting Officer may require that the Contractor obtain three bids from potential subcontractors, and include documentation of these bids with his proposal.

**B.9.1.6 Method of Ordering and Invoicing**

The COTR has delegated authority from the Contracting Officer to order work priced at less than \$2500. Contractor shall not proceed without a written order. The CO or COTR shall issue a Task Order for work costing \$2500 or more. Work ordered shall be invoiced at the end of each month on the consolidated invoice discussed in the Repairs provisions of this contract, although each job shall be clearly itemized on the invoice. Additional services work ordered on a Task Order may be invoiced separately upon completion and Acceptance of work.

**B.10 AUTOMATIC PRICE ADJUSTMENT FOR MINOR INVENTORY CHANGES**

**B.10.1 Inventory Changes:**

B.10.1.1 If minor (less than 10 percent of annual contract cost) changes are made in the inventory of equipment requiring preventive (scheduled) maintenance during the period of performance of the contract (including option periods), at the direction of the contracting officer the contract price shall be adjusted as follows, using the then current edition of the "Preventive Maintenance" section of R.S. Means' Means Facilities Maintenance & Repair Cost Data:

B.10.1.1.1 For each item added or deleted, multiply the annualized man-hours standard for the most comparable item in the book by the appropriate hourly rates in the Price Schedule.

- B.10.1.1.2 To the value determined in B.6.1.1.1 above, add the annualized material bare cost for the same item in the book.
- B.10.1.1.3 This process should be conducted for each item of equipment added or deleted. Deletions shall be treated as negative numbers.
- B.10.1.1.4 The summation of item values determined by steps B.10.1.1.1 through B.10.1.1.3 above shall produce the total change in contract price. This may be positive or negative.

## **B.11 CUMULATIVE ADJUSTMENT**

- B.11.1 If cumulative price changes exceed +10%, or -10%, of the annual base price of the contract, this process shall no longer be used. The contract shall be subject to a negotiated equitable adjustment. If Means Facilities Maintenance and Repair Cost Data do not include certain items, changes in inventory quantities of these items shall be subject to a negotiated equitable adjustment.

## **B.12 COST REIMBURSEMENT COMPONENT**

- B.12.1 Under the cost reimbursement component of the contract, the Contract shall be reimbursed for costs incurred in performing support services and initiatives as approved in advance in writing by the COTR. Such support may include, but not limited to, meeting room set up and break-down, elevator repair during or after work hours, locksmith services, and other services.

## **B.13 COST REIMBURSEMENT CEILING**

- B.13.1 Cost reimbursement ceilings for this contract are set forth in Sections B.7.3 and B.7.4
- B.13.2 The costs for performing this contract shall not exceed the cost reimbursement specified in Sections B.7.3 and B.7.4
- B.13.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceilings.
- B.13.4 The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceilings.
- B.13.5 As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- B.13.6 The District is not obligated to reimburse the Contractor for cost incurred in excess of the cost reimbursement ceiling specified in Section B.7 of the contract



and the Contractor is not obligated to continue performance under this contract (including actions under the Termination Clause of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in Section B.7 of the contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing this contract.

- B.13.7 No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the cost reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- B.13.8 If any cost reimbursement ceiling specified in Section B.7 of this contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a terminations or other notice directing that the increase is solely to cover termination or other specified expenses.
- B.13.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement specified in Section B.7 of this contract, unless the change order specifically increases the cost reimbursement ceiling.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE OF WORK

The Government of the District of Columbia, Office of Contracting and Procurement on behalf of the Office of Property Management (the District) and the Unified Communication Center, is seeking a contractor or contractors to provide Consolidated Maintenance Services including janitorial and related supplemental services. The purpose of this procurement is to provide Consolidated Maintenance Services including cleaning at a District-owned facility that result in clean and well maintained work environments, business service areas and other areas that are not readily visible to the public with the goal of having clean facilities for District's workforce and the public at all times.

The Unified Communication Center (UCC) and the Child Development Center are new facilities. The UCC and the readiness of its equipment must be maintained through the term of this contract. As such, the Contractor, at the time the Contractor is developing an offer in anticipation of a contract, is responsible for assessing the facility equipment inventory, condition of equipment and systems, and effort needed to operate and maintain the equipment and systems. The Contractor is afforded some additional protection from repairs liability under the initial deficiency list provisions herein, but is otherwise responsible for assessing the cost and effort needed to meet contract requirements. Equipment inventory start-up and maintenance records provided for the review of Offerors are provided in good faith for informational purposes, but usually contain some errors. Contract price will not be adjusted on the basis of patent errors in records provided to the Contractor before award.

### FACILITY DESCRIPTION

Below is a table providing the dimensions of the facilities, Unified Communications Center (UCC) and Child Development Center (CDC)

FACILITY NAME	LEVEL 1 GSF	LEVEL 2 GSF	LEVEL 3 GSF	LEVEL B1 GSF	LEVEL B2 GSF	TOTAL GSF
Unified Communications Center *	41,369	26,963	12,008	3,430	43,577	127,347
Child Development Center (CDC)**	6,129	5,968	NA	NA	NA	12,097

Where, GSF stands for Gross Square Feet.

**Parking Note:**

\* The UCC has 230 automobile parking spaces, 6 handicap accessible spaces, and 1 van.

\*\* The CDC has 10 automobile parking spaces, 0 handicap accessible spaces, and 1 van.

These facilities will share 18 public automobile parking spaces, 1 Handicap accessible spaces, and 1 van.

**C.1.1 APPLICABLE DOCUMENTS AND INDUSTRY STANDARDS**

C.1.1.1 Contractor shall perform all work hereunder as specified, but if this contract does not prescribe specific direction, Contractor shall provide the work in accordance with industry standards, including the following:

Item No.	Document Type	Title	Version/Date
1	D.C. Code	D.C. Official Code, sections 10-1001-1005 Parks, Public Buildings and Grounds	2001 Ed., 2005 Supp.
2	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P <a href="http://www.osha.gov/">http://www.osha.gov/</a>	2003 Ed.
3	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing	10/1/03
4	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste available at <a href="http://www.epa.gov">http://www.epa.gov</a>	
5	D.C. Law	“The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises” of 1998, D.C. Law 12-268 (the “Act” as used in this Section) and “The Equal Opportunity for Local, Small and Disadvantaged Businesses Opportunity Amendment Act of 2000 (the “Amendment”), D.C. Law 13-169, as amended by D.C. Act 16 – 375, Subtitle N, effective 7/26/05.	

## **C.1.2 DEFINITIONS**

### **C.1.2.1 Acceptance**

"Acceptance" means an authorized representative of the District has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements.

### **C.1.2.2 Approval**

"Approval" means the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. District Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

### **C.1.2.3 Architectural and Structural**

All building systems customarily included in CSI Divisions 2,3,4,5,6,7,8,9,10,13, to include building core and shell, building improvements and finishes, and exterior site improvements (e.g., paving, walkways, exterior lighting, etc.), but excluding equipment owned and operated by tenant agencies or concessions contractors unless indicated otherwise.

### **C.1.2.4 Asphalt Tile**

Asphalt tile is a mixture of asbestos fibers, pigments and invert fillers bound together with an asphalt or resin binder. Ingredients are mixed, heated, and then rolled out in sheets and cut to size. The colors of asphalt tile are divided into four groupings, A, B, C, and D, with "A" as the darkest and "D" as the lightest; A and B usually contain asphalt binders, and C and D resin binders. Asphalt tile is also furnished in a grade designated as greaseproof. Oils and solvents should be avoided on all types.

### **C.1.2.5 Base (Routine) Cleaning**

The standard cleaning tasks to be performed at every District owned and leased building on a routine, scheduled basis. The District shall prescribe only the cleaning standards that the Contractor is required to meet under this requirements contract schedule. The contractor shall determine the frequency of cleaning as well as the cleaning methodologies and/or practices that will achieve the District's cleaning requirements.

**C.1.2.6 Basic Services**

The Basic Services of the contract consist of the recurring contract requirements for which the Contractor is paid through monthly payments, i.e., the requirements established by the contract statement of work and related general and administrative requirements. Indefinite Quantity requirements (Additional Services and Reimbursable Repairs) are requirements outside of Basic Services, for which payment is made on a case-by-case basis.

**C.1.2.7 Building Automation System (BAS)**

The system controlling and monitoring building HVAC, and possibly other systems, to include all device, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses.

**C.1.2.8 Building Operating Plan**

A mandatory plan, which the Contractor prepares for District approval, which describes the Contractor's program for operating and maintaining the building, to include both normal circumstances and contingencies.

**C.1.2.9 Ceramic Tile**

Ceramic tile is a mixture of clay and water which has been shaped and then fired in a kiln at high temperature. Clay is basically aluminum silicate. There are a great many different types of tile due to various coloring processes and methods of firing and special manufacturing techniques. The surface is different from the tile body, unglazed tiles are alike throughout; the tiles are set in cement to form the floor. Harsh cleaners that may damage the concrete grouting surrounding the tile should be avoided.

**C.1.2.10 Child Development Center (CDC)**

The CDC facility is a childcare facility.

**C.1.2.11 Clean/Cleanliness Quality - A Like-New Appearance, Specifically:**

The absences of litter or undesirable debris that can be eliminated by appropriate monitoring techniques. The absences of unbounded dust buildup on any surface of any items subject to appropriate dusting techniques.

The complete, comprehensive and thorough cleaning of any item subject to cleaning including corners, inside, outside, top, bottom, under and over all surfaces.

The absence of any surface marks including fingerprints, spills or other desirable bonded surface residue that can be eliminated by appropriate damp or wet cleaning techniques.

The absence of any soil, wax or other undesirable bonded build-up, which can be eliminated by appropriate heavy-duty cleaning.

The presence of appropriate surface gloss, protection or reflective capacity in line with a like-new or appropriate gloss levels.

The absence of minor spots, marks or other limited surface soil that can be eliminated by appropriate spot cleaning techniques.

The absence of dust, lint and other in-fiber accumulation in fabric and carpeted areas that can be eliminated by appropriate vacuum cleaning techniques.

A surface will be considered clean if: Immediately after wiping it with a clean white glove, there is neither a visible change in the appearance of the surface nor the appearance of a visible mark on the glove, or

The contractor demonstrates to the satisfaction of the District that any visible dirt, dust, foreign matter, film, grimes, stains, finger prints, streaks, spots, blemishes, and/or chemical residues which remain on the surface after cleaning CANNOT be removed without permanently damaging the underlying surface.

#### **C.1.2.12      Cleaning Service**

refers to cleaning service requirements for the Statement of Work. They include the following categories of janitorial and related work.

#### **C.1.2.13      Concrete:**

Concrete is a mixture of Portland cement with sand, gravel and water which is poured and set as a solid mass. Due to chemical reaction of the cement, it should be sealed to prevent dusting. Use of harsh cleansers and acids should be avoided.

#### **C.1.2.14      Computerized Maintenance Management System (CMMS)**

A CMMS is a database and Offer software package, which the Contractor is, required to purchase, setup, and use to help, automates the OM&R recordkeeping requirements. The Contractor shall coordinate the purchasing and installing the CMMS through the COTR. The CMMS shall be commercially available and typically used for this type of Offer, such as MicroMain, WorkSpeed, Maximo. All site licenses and records shall be issued to the District, Office of Property Management (OPM).

**C.1.2.15 Consumable**

Consumable parts or components are parts or components, which customarily require regular replacement in a maintenance program, prior to equipment failure. Examples are oil, grease, belts, filters, ballasts, and light tubes.

**C.1.2.16 Contractor**

As used herein refers to the awardee of this contract.

**C.1.2.17 Controls/Control System**

A Control System is any low voltage control, signaling, communication and monitoring system, including but not limited to device, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses. Examples are the BAS, and lighting control systems. Fire protection systems and security systems are excluded from this definition for purposes of this Contract, and are defined separately.

**C.1.2.18 Cork**

Ground cork bark is molded and compressed into natural resins in the corks, or added resins serve to bind the mass together when heat cured under hydraulic pressure. Different shades of color are obtained by varying the baking temperatures. Cork is available in tile or sheet form. It may or may not be waxed or otherwise finished at the factory. It is easily damaged by the use of water.

**C.1.2.19 Correction**

The elimination of a defect.

**C.1.2.20 Custodian**

An individual who performs housekeeping and janitorial tasks.

**C.1.2.21 Deficiency**

Any part of a proposal from a contractor or any work performed by a contractor that fails to satisfy the District requirements.

**C.1.2.22 Dirt**

Earth or soil.

- C.1.2.23      **District**
- The District of Columbia (DC), a municipal corporation. Additionally, the District means all authorized District agencies and their representatives having jurisdiction over the Facility.
- C.1.2.24      **District Furnished Property**
- Property in the possession of or directly acquired by the District and subsequently made available to the contractor to use in the performance of the contract.
- C.1.2.25      **District Owned Property**
- All property owned by or leased to the District or acquired by the District under the terms of the contract, including District-furnished property.
- C.1.2.26      **District Quality Assurance**
- These are the various functions, including inspections, by the District to determine whether a contractor has fulfilled the contract obligations pertaining to cleaning quality and quantity. District Quality Assurance is different from and is not a substitute for contractor Quality Control.
- C.1.2.27      **Drawings**
- Are the graphic and pictorial portions of the RFP showing design, location, and dimensions of the UCC, generally including plans, notes, elevations, sections, details, schedules and diagrams.
- C.1.2.28      **Electrical**
- All building and site systems of the types generally included in CSI Division 16 with the exception of Control Systems, Telecommunication Systems, Security Systems, and equipment owned by a servicing public utility.
- C.1.2.29      **Elevator**
- All building systems of the types generally included in CSI Division 14 but not including supporting Electrical and HVAC equipment. For purpose of this contract, the term **“Elevator”** means all kinds of passenger, freight and service lifts, including dumbwaiters and sidewalk lifts that have mechanical, hydraulic and/or electrical hoisting machinery.
- For the purpose of this contract, the term **“Hydraulic”** means an elevator that sits on a hydraulic plunger that is driven by a pump. The plunger pushes the elevator car up from underneath, similar to a lift in an auto service station.



**C.1.2.30      Emergency Callback**

A Service Call or other request for service placed outside of Normal Working Hours, and of such a nature, that response cannot wait for the resumption of Normal Working Hours.

**C.1.2.31      Environmentally Preferable Products (EPP)**

Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.

**C.1.2.32      Facility**

The entire Unified Communications Center (UCC) complex, including the CDC unless otherwise stipulated.

**C.1.2.33      Facility Inspection**

Scheduled and/or unannounced but documented inspection of facilities by the District to monitor level of contractor delivery of janitorial and related services to District facilities. The areas of facilities that will be inspected shall be randomly selected by the Contracting Officer's Technical Representative (COTR).

**C.1.2.34      Fire Protection Systems**

Systems and equipment installed in the building for the purposes of detecting fires or heat or smoke, alarming occupants of possible fire, activating certain emergency responses in other systems and equipment (e.g., Elevator recall, stairwell pressurization), and suppressing fires. These systems include Electrical, Mechanical, Instrumentation, and Controls components.

**C.1.2.35      Furnishings**

All equipment of the types generally included in CSI Division 11 and 12.

**C.1.2.36      Gym Floor System**

Perhaps no other floor is subjected to so much hard use and abuse as a multi-purpose wood gym floor. Athletics are punishing enough, but the floor must also stand up under dances, parties, meetings and other street shoe activities. With proper initial preparation, a wood gym floor can be maintained in a bright attractive condition with a minimum amount of care, in many cases, with less care than some other types of flooring. The gym finish penetrates the wood and leaves an armor-like surface that resists scuffs, rubber marking, and wear and tear of street shoes. It provides excellent traction and sure footing for sport activities and

it stays bright and light to keep your floor looking its best at all times. To maintain the gym floor, sweep or dust mop daily. When necessary, use a damp mop to pick up dust. If gym floor is in need of reconditioning, notify the Building Supervisor to submit a work order.

#### **C.1.2.37 Hazardous Materials**

Any waste, substances, radiation or materials (whether solids, liquids or gases) that are:

- a. hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic;
- b. now or become defined as pollutants, contaminants, hazardous wastes or substances, toxic substances, radioactive materials, solid waste or other similar designations in or otherwise subject to District and Federal regulations;
- c. present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties;
- d. polychlorinated biphenyl's (PCBs), asbestos, lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum products including gasoline, crude oil etc. that pose a hazard to human health, safety, natural resources, industrial hygiene, the environment or an impediment to working conditions

#### **C.1.2.38 Heating, Ventilation and Air-Conditioning (HVAC)**

HVAC includes all systems with the function of providing ventilation or temperature control to building spaces. HVAC equipment is a subset of Mechanical, Electrical and Controls equipment and systems, and intersects the definitions of each of these.

#### **C.1.2.39 Inspections**

Examining and testing contractor performance of services by the District to determine whether they conform to contract requirements.

#### **C.1.2.40 Key Contractor Personnel**

Individual(s) employed by the Contractor who has (have) the responsibility and authority for fulfilling any of the requirements of the Statement of Work.

C.1.2.41 **Landscape Irrigation Systems**

Landscape Irrigation Systems include all piping, tubing, hoses, sprinkler heads, valves, sensors and controllers used to water vegetation.

C.1.2.42 **Linoleum**

Linoleum is a mixture of ground cork, wood flour, resins, color pigment and oxidized linseed oil or combination for drying oils, all are mixed together, rolled out and compressed onto asphalt, saturated felt, burp, jute or other backing. Heat is applied to the mixture during compression, which fuses and sets the oils and resins to form a strong binding agent. This is heat cured to form the finished product, oils and solvents should also be avoided on this type of floor.

C.1.2.43 **SLDBE**

A business, which has been certified as a Small, Local, Disadvantaged Business Enterprise (SLDBE) by the Office of Local Business Development (OLBD), <http://www.olbd.dc.gov>.

C.1.2.44 **Marble**

Marble is essentially calcium carbonate which has been changed by nature through pressure, heat and water into crystalline form. The beautiful colors in marble are due to impurities. Marble is easily damaged by acids.

C.1.2.45 **MSDS**

Material Safety Data Sheets.

C.1.2.46 **Mechanical**

All building and site systems of the types generally included in CSI Division 15, with the exception of equipment owned by a servicing public utility.

C.1.2.47 **Measurement and Verification (M&V)**

For purposes of this contract, Measurement and Verification is the quantifiable component of Quality Assurance<sup>1</sup>. The District may develop an M&V protocol that measures aspects of the efficiency and effectiveness of building systems using data from building controls, monitoring, and other data sources. M&V data will be used to:

- a. Help verify whether the Contractor is achieving the performance standards set forth in this contract.

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<sup>1</sup> In some contexts, M&V relates primarily to measurement of energy consumption. Here the term is used more broadly.

- b. Provide assistance (or direction, if necessary) to the Contractor to improve maintenance or optimization of operation.
- c. Compare the efficiency of the facility to other facilities.
- d. Provide data for planning future upgrades.

**C.1.2.48 Normal Working Hours**

The UCC Normal Working Hours are 24/7/365 days per year including weekends and holidays.

**C.1.2.49 OCTO**

The Office of the Chief Technology Officer (OCTO) whose mission in this project is the development and construction of the UCC.

**C.1.2.50 OCP**

The Office of the Contracts and Procurement, the District agency responsible for awarding and administering this contract to the responsive bidder.

**C.1.2.51 OPM**

The Office of Property Management (OPM) is the COTR. Its mission is to ensure that all District of Columbia District facilities are properly maintained under Consolidated and Performance Maintenance contracts.

**C.1.2.52 OUC**

The Office of the Unified Communications whose mission shall be to implement the management structure and standards, and new technology to consolidate the communications agencies for Public Safety (911, 311), and Non-Public Safety (727-1000) calls and provide “command and control” functions of Police, Fire, Emergency Medical Services, Emergency Management Agency, and Public Services. The OUC has jurisdiction over the UCC and is in charge of all operations and activities in the Facility.

**C.1.2.53 Operational Efficiency Upgrade**

A systems upgrade project carried out by the Contractor, with District approval, for purposes of improving the operational efficiency of the facility.

C.1.2.54      **Operations**

Operations are the continual process of using building equipment systems to accomplish their function. Operations includes analysis of requirements and systems capabilities, programming and operating Controls and Control Systems, responding to Service Calls, Touring and observing equipment performance and condition, adjusting equipment, identifying needed maintenance and Repairs to equipment, and maintaining lubrication and chemical treatments.

C.1.2.55      **OSHA**

United States Occupational Safety and Health Administration (OSHA). The Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the work place.

C.1.2.56      **Ownership and Use of Drawings, Specifications and Other Instruments of Service:**

The Drawings, Specifications, and other documents are Instruments of Service through which the space for which the service rendered by Contractor is described. Instruments of Service are viewable by appointment on the Facilities' project site, or may be purchased by arrangement through the contracting officer.

C.1.2.57      **Poured Floors**

Synthetic resins are used to produce poured in place, seamless floors with urethane and epoxy types being the most popular. The flooring is built up of a number of coats of resins over a clear plastic primer. Plastic chips are often spread onto the coatings for a decorative effect. The floor air-cures hard enough for foot traffic in up to five days. All oils and solvents should be avoided at all times.

C.1.2.58      **Predictive Maintenance**

Predictive Maintenance is a program of maintenance activities in which scheduling of maintenance derives from monitoring the operating condition, or changes in the operating condition, of equipment being maintained.

C.1.2.59      **Preventive Maintenance**

Preventive Maintenance is a program of maintenance activities performed on a fixed schedule, or on equipment runtimes, generally in accordance with manufacturers' recommendations with the intent of keeping equipment in reliable operating condition and preventing deterioration.

C.1.2.60      **Quality Assurance Evaluation**

Methodologies by which the District assures that contractors perform by responding to building owners' and occupants' general cleaning needs for improved quality and quantity service.

C.1.2.61      **Quality Control (QC)**

Ways by which Contractor assures the District that quality services are will be provided to satisfy the requirements of the contract.

C.1.2.62      **Quality Service Tenant Survey**

survey questionnaires put together every quarter by the District with the objective of ascertaining how the customer/building tenants rate contractor performance. The contractor shall provide the measurement factors the District will utilize to develop and administer the tenant surveys.

C.1.2.63      **Related Supplemental Services**

At any time during the course of the contract that will result from this solicitation, the Contracting Officer (CO) may issue a written notification directing the contractor to perform janitorial related work in addition to the requirements of the base (routine) cleaning.

C.1.2.64      **Repair**

A Repair is an act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Repairs usually involve some combination of labor and replacement parts, components or materials. A "Minor Repair" is a repair that is the Contractor's responsibility with no reimbursement from the District. A "Reimbursable Repair" is a repair that is reimbursable to the Contractor, in whole or in part, in accordance with provisions herein.

C.1.2.65      **REGS**

District or District regulations.

C.1.2.66      **Response Time**

Defined as the time allowed the Contractor by the District after initial notification of a work requirement by the issuance of a Purchase Notification to be physically on the premises at the work site, with appropriate tools, equipment and materials, ready to perform the required work. A 15-day mobilization is allowed.

C.1.2.67      **Review**

Inspection of program, documents and facility for compliance by any duly authorized official of the District having jurisdiction over the performance of this contract, or responsibility pertaining to the UCC or Facility.

C.1.2.68      **Rubber**

Rubber is a mixture of rubber-natural synthetic and/or reclaimed with invert fillers and color pigments. The raw materials are mixed, heated and rolled out under pressure. The strips of rubber are then cut to size. Rubber flooring varies widely in form and properties and is available in tiles and sheets and with many degrees of hardness and flexibility. It is subject to deterioration from oils and solvents.

C.1.2.69      **Satisfactory Resolution of Validated Tenant Complaints**

A log of validated facility tenant complaints by the COTR and the Contractor resolution rate of the complaints to the satisfaction of the COTR as well as the facility tenant initiator of the complaint.

C.1.2.70      **Security Systems**

Security Systems includes:

- a.      Systems to detect intrusion into the building or areas of the building, including sensors and camera systems; and,
- b.      Access control systems, such as automatic card readers for building, room or parking lot access.
- c.      Magnetometers and associated equipment for screening persons entering the building(s).
- d.      Sequence of Operations
- e.      The control logic to operate a system normally put into effect through a control program.

C.1.2.71      **Service Call**

A Service Call is a response to a tenant or agency complaint, or a response to an observation that some equipment, system or material covered by the contract is inoperable, dysfunctional or deteriorated, or that performance standards of the contract are not being met. Service Call response involves analysis of the problem, and adjustment of operating or monitoring Controls or other immediate

corrective action. A requirement to perform a Repair may result from the analysis stage of a Service Call. Service Calls may be generated automatically from interfaces to BAS or diagnostic software.

**C.1.2.72 Specifications**

That portion of the contract documents consisting of written requirements for materials, equipment, standards, and workmanship for the UCC in performance of the maintenance and operations of UCC.

**C.1.2.73 Task Order**

A Task Order is an order for Additional Services or Reimbursable Repairs under this contract.

**C.1.2.74 Terrazzo**

Terrazzo is a polished surface floor consisting of marble or granite chips mixed with a Portland cement mixture. The mixture is troweled onto the floor, leveled out and allowed to cure for a period of five to six days. The surface is then ground with an abrasive stone grinder and polished. Terrazzo is easy damage by the use of harsh acids and alkalines.

**C.1.2.75 Telecommunication Systems**

Telecommunication Systems include building telephone systems, and specialized agency communication systems, but excluding the communication subsystems of other systems defined separately herein.

**C.1.2.76 Tour**

A Tour is either scheduled visits to equipment rooms and installations by operating personnel for the purpose of assuring that equipment is running properly, that equipment rooms are in good order and without safety hazards, and to make any necessary adjustments to operating Controls or to lubricate equipment, or some combination of such physical visits with automated monitoring of equipment and systems.

**C.1.2.77 UCC**

The Unified Communications Center. The UCC project is the construction of a state-of-the-art unified communication center in a neighborhood community that provides economic development and community revitalization benefits to Ward 8 and takes advantage of the consolidation of like functions, personnel, equipment and systems, provides cost benefits from consolidation, and improves service delivery and public safety to District citizens. The UCC is under the jurisdiction



of the OUC. The UCC facility construction is managed by the District of Columbia's Office of the Chief Technology Officer.

**C.1.2.78 Utility Hours**

Utility Hours are hours of labor and associated Consumables, which are at the request of the OPM or OUC officials at no additional, cost to the District. Utility hours shall involve only work skills necessary for the day-to-day work under this Contract.

**C.1.2.79 Vinyl**

Vinyl – Vinyl resins are used as the building agent and may be anyone of the following general classifications: (A) vinyl asbestos tile composed of asbestos fibers and color pigments with vinyl resin used as the binder. It is somewhat more flexible, resilient, and stain resistant than asphalt tile. (B) Homogeneous flexible vinyl tile is somewhat comparable to rubber tile. It does not have as much filler and less invert pigment. Some flexible vinyl is laminated to a backing material such as cork or coarser vinyl flooring. (C) Colendered vinyl flooring is somewhat comparable to conventional inlaid linoleum, except that the oxidized drying oils are replaced by a vinyl resin and plasterized. It is available either in tile or yard goods form.

**C.1.2.80 Wood**

Including gym floors, the wood floors in common use may be either soft woods or hard woods, in a variety of widths, thicknesses and designs, and they may be either open grain or closed grain. Strip flooring is generally nailed to a wooden sub-floor; parquet flooring is generally laid in mastic on top of the on top of the sub-floor. Unless the floor is properly sealed, water will raise the grain and roughen the surface. Use of water for cleaning is not generally recommended, unless used sparingly. Avoid strong cleaners.

**C.2 BACKGROUND**

The Office of Property Management (OPM) is the lead agency in the District of Columbia responsible for contracting Consolidated and Performance Maintenance service contracts for District of Columbia.

The Unified Communications Center (UCC) is a mission critical, state-of-the-art, newly constructed facility designed to consolidate the District's "command and control" functions of Police, Fire, Emergency Medical Services, Emergency Management Agency, and Public Services. E911 "first responder" calls and other public service calls will be received at the UCC and processed for appropriate action. During major emergencies, the UCC will provide centralized regional coordination and communications, involving FEMA (RICCC), FBI, Capitol Police, Secret Service and Park Police.

The intent of this solicitation is to obtain operation, maintenance, and repair services for equipment and systems at the District of Columbia state-of-the-art Unified Communications Center (UCC) and the Child Development Center (CDC) by means of a combination; “Firm Fixed-price” and “Indefinite Quantity” contract. The District of Columbia is committed to supporting public safety and first-class customer service. The UCC facility consolidates the District’s emergency personnel and response tracking equipment and systems. The UCC facility will operate 24/7 365 days a year and will serve as the District’s primary emergency and non-emergency call center.

This Performance Work Statement (PWS) provides a brief description of the UCC facility in order for respondents to better understand the services requirements. It is important to the mission of the District that this facility be proficiently maintained and operated to provide emergency services to the Nation’s Capital. Any disruption in service would cause serious disruption to the District’s emergency response mission. Thus, this contract’s performance requirements emphasize consistent and reliable provision of services.

### **C.3 REQUIREMENTS**

C.3.1 The Contractor shall provide Operations, Maintenance and Repair services for the Unified Communication Center (UCC) and the Child Development Center (CDC) to include the following base and optional items and related items reasonably inferable to provide complete operation, maintenance and repair services for the Facility.

- C.3.1.2 Electrical systems;
- C.3.1.3 Mechanical systems and equipment;
- C.3.1.4 Fire Protection systems and equipment;
- C.3.1.5 Control Systems controlling all systems which themselves are within the scope;
- C.3.1.6 Architectural and Structural systems, fixtures, structures and equipment within the District owned site;
- C.3.1.7 Service call desk operations, to include record keeping using the computerized maintenance management system;
- C.3.1.8 Maintenance and Repair Services for Elevators
- C.3.1.9 Maintenance and Repair of Emergency Generators
- C.3.1.10 Preventive Maintenance of Oil and Gas Burning Systems
- C.3.1.11 Maintenance of Landscape Irrigation Systems;
- C.3.1.12 Electrical Testing, Inspection and Maintenance.
- C.3.1.13 Additional Services may be ordered at the discretion of the District for work relating to the OM&R or upgrade of the covered facilities, but not covered in the Basic Services of the contract, as described herein.

C.3.1.14 Additional equipment or facilities within the control of the District Office of Property Management may be added by the contracting officer to the contract scope through negotiation at any time during the term of the contract.

C.3.1.15 Excluded from the scope are:

C.3.1.15.1 Security Systems;

C.3.1.15.2 Telecommunication Systems;

C.3.1.15.3 Equipment owned and operated by tenant agencies;

C.3.1.15.4 Furnishings;

C.3.1.15.5 Equipment owned by servicing public utilities;

C.3.1.15.6 Upgrade of software or software licenses (to include BAS and CMMS).

### **C.3.2 Facility and Equipment Requirements**

C.3.2.1 Contractor shall provide all supplies and services routinely needed for maintenance and operation of the facility, such as janitorial services and trash pick-up.

C.3.2.2 Contractor employees must be licensed and bonded. Additionally, employees of Contractor's subcontractors who have access to the CDC must pass all screening requirements applicable to any UCC and CDC Contractor, employee or volunteer.

C.3.2.3 Contractor shall acknowledge receipt of all equipment, furnishings and materials, in writing to the District, and shall provide routine maintenance of all equipment, furnishings and materials. Contractor shall be responsible for any damage to the equipment arising from wrongful acts or acts of negligence and shall report any such damage to the appropriate District agency.

C.3.2.4 Contractor shall replace broken, damaged, or faulty equipment, furnishings and materials as soon as possible, but no later than thirty (30) calendar days to the satisfaction of the District. Contractor shall provide temporary service(s) at their cost as required to meet the UCC's mission readiness.

C.3.2.5 A physical internal security system, which shall be part of the adjoining UCC facilities security system includes:

- a. Every exterior door and certain interior doors (passageways) have electronically controlled and monitored devices along with wall mounted card readers.
- b. Closed Circuit Television (CCTV) cameras monitor all exterior doors.
- c. The front and rear entrances have intercom units.

- d. The receptionist area at the CDC has a CCTV monitor and keyboard for monitoring and allowing entrance.

### C.3.3 **Startup Phase**

- C.3.3.1 The Contractor shall provide startup services to assist transitioning between construction and operations. During this period, the building is expected to be primarily unoccupied except for security personnel, and transient District, agency or Contractor personnel carrying out functions related to completing construction punch lists or preparatory to occupancy.
- C.3.3.2 During this period the Contractor shall:
  - C.3.3.2.1 operate HVAC equipment to maintain conditions sufficient to avoid damage to finishes, especially millwork;
  - C.3.3.2.2 management of warranties, in cooperation with the Construction Manager;
  - C.3.3.2.3 develop the Building Operating Plan;
  - C.3.3.2.4 assist with commissioning activities (Note: commissioning schedules will be made available on request);
  - C.3.3.2.5 Provide site access and escort to agency personnel and contractors as necessary. If such services take more than 20 person-hours per week then the Contractor should request reimbursed for the additional time in accordance with the Additional Services provisions herein;
  - C.3.3.2.6 inspect all major and exposed (rooftop, outside, machine room) HVAC equipment for cleanliness, absence of rust, accessibility for maintenance purposes, and other visible problems;
  - C.3.3.2.7 inspection of machine rooms for OSHA compliance;
  - C.3.3.2.8 complete the building equipment inventory as required herein;
  - C.3.3.2.9 Identify defects in equipment and systems covered by this Contract, not previously identified in punch list or Action Item records, and notifying the District of such defects for inclusion in the punch list. If such deficiencies are determined to be out of scope for inclusion in the construction Contractor's punch list, the Contractor shall compile such items as an Initial Deficiency List as described elsewhere herein.
- C.3.3.3 Within the first week of the Startup Phase, submit a schedule and staffing plan for the Startup Phase. This plan should describe by week work to be accomplished. At the end of each week during Startup Phase, submit a letter report describing work accomplished.

### C.3.34 **Warranty Management**

- C.3.341 The Contractor shall manage construction warranties (both manufacturers' and general contractors) during both the Startup Phase and after the Startup Phase.

During Startup Phase, it is anticipated that the District will have a Construction Manager with primary responsibility for this; therefore, the Contractor will provide reasonable assistance to the Construction Manager. After the Startup Phase, the Contractor will have primary responsibility for warranty management.

- C.3.4.2 The Contractor may assume compliance with warranties for purposes of assessing the Contractor's costs and risks under this Contract, assuming the Contractor is diligent in managing warranties and reporting nonperformance to the COTR. If the District requires the Contractor to perform work that should have been corrected under warranty, such work will be reimbursed to the Contractor under the Additional Services provisions herein.

### C.3.5 **Investigation of Existing Conditions**

- C.3.5.1 The Contractor is responsible for investigating the condition of equipment and systems during the Startup Phase. The Contractor shall advise the COTR of inspections to be performed in the course of this investigation, and invite the COTR to attend such inspections.

### C.3.6 **Correction of Existing Deficiencies**

- C.3.6.1 Regardless of the Initial Deficiency List (IDL), the Contractor shall be responsible for making adjustments or corrections that fall within the scope of routine (preventive) maintenance required by this contract at no further cost to the District. This includes but is not limited to adjusting Controls, programming the BAS, applying lubricants, cleaning fan housings, fans, coils, dampers, AHU sections, equipment rooms and replacing Consumable components.

### C.3.7 **Use of Computer Maintenance Management System (CMMS)**

- C.3.7.1 The District currently does not have a CMMS in the facilities under this contract. The Contractor shall coordinate the purchasing and installing a CMMS through the COTR and the Office of Property Management (OPM). The CMMS shall be commercially available and typically used for this type of Offer, such as MicroMain, WorkSpeed, Maximo. All site licenses and records shall be issued to the District, Office of Property Management (OPM). The Contractor shall enter all equipment inventory, PM task, and schedules into the CMMS to manage and administrative the facilities the Operations, Maintenance and Repair functions. The Contractor shall use the CMMS for such functions as, but not limited to the following: managing as equipment inventory; managing warrantees; maintaining equipment history and maintenance and repair cost history; scheduling and printing work orders; and Managing and tracking of all Service Calls and Repair. At the end of this contract, the CMMS site licenses and records will be turned over to the COTR.

C.3.7.2 A CMMS is required to maintain the management records.

**C.3.8 On-Site Staff**

C.3.8.1 The Contractor shall provide the staff level and associated qualifications required by this contract, and shall not allow its on-site staffing level to drop below one person with at least one qualified technician on site during Normal Working Hours. The on-site technician, or the on-site supervisor when multiple technicians are present, shall maintain some form communication access (pager, cellular telephone, etc.) to allow contact by the District at all times. The on-site technician(s) must have sufficient authority and skills to perform immediate response to a variety of service calls involving multiple trades. The District will not direct staffing levels beyond the one technician, but an observation of apparently insufficient staffing may lead to increased quality assurance scrutiny of the Contractor's operations.

**C.3.9 Building Operations**

**C.3.9.1 General**

C.3.9.1.1 The Contractor shall provide building Operations services of all systems covered by this contract, so as to maintain utilities services and environmental conditioning to UCC tenants; so as to preserve the UCC Mission readiness and the asset value of the facility and its systems; and so as to otherwise minimize operating costs to the District without compromising the UCC mission objectives or other contract requirements. Boiler and Chiller operators and mechanics shall hold the appropriate District of Columbia Stationary Engineers as required by the locality.

C.3.9.1.2 Specific requirements identified herein are not a comprehensive list of tasks, which may be necessary to meet the general requirement, and shall not be interpreted as exclusionary. Requirements below are not applicable if the pertinent equipment or systems is excluded from the scope of the contract.

**C.3.10 Tenant Environment**

C.3.10.1 The most current versions of ANSI/ASHRAE Standards 55 and 62 (with addenda) establish temperature, and ventilation standards; the COTR may direct changes to these standards to ensure tenant comfort.

C.3.10.2 The District shall indicate temperature settings for domestic hot water.

C.3.10.3 Lighting levels shall be adjusted under the guidance of the COTR. Target lighting levels are established by 41 CFR 101-20; however, light quality, specific tenant requirements and other individual factors impact requirements.

C.3.10.4 The COTR shall direct any special conditioning requirements (e.g., computer rooms).

- C.3.10.5 Environmental standards must be maintained throughout the term of the contract; equipment startup must be early enough to fully attain environmental conditions during Normal Working Hours.
- C.3.10.6 If building design does not permit operation to current standards, the Contractor must demonstrate and document their concerns to the COTR and must maintain conditions as close to the modern standards as possible given the existing equipment of the building.
- C.3.10.7 Lighting level problems caused by failed lamps, missing lamps or failed ballasts must be corrected promptly through the work order system. Lighting level problems caused by design or tenant locations must be reported promptly to the COTR following tenant complaint. More than two (2) failures in a given month to meet Service Call requirements pertaining to lighting constitute unsatisfactory performance regarding lighting maintenance.
- C.3.11 **Posting operating Instructions**
- C.3.11.1 The Contractor shall develop UCC specific operating instructions and once the COTR approves them, these equipment operating instructions and tour inspection checklists shall be posted next to the equipment in all mechanical rooms, as applicable to equipment in the given room. For major mechanical rooms this may consist of a binder maintained in a conspicuous and accessible location. The operating instructions must correspond with operating instructions of the original equipment manufacturer and the sequence of operations descriptions in the Building Operating Plan, and must correlate with sequences programmed in the BAS.
- C.3.12 **Tours**
- C.3.12.1 **General**
- C.3.12.1.1 The Contractor shall Tour major building equipment at set frequencies, but minimally twice per shift. The Tour program shall be described in the Building Operating Plan. Log sheets associated with major operating equipment shall be completed at the time of Tours. Such log sheets, at the commencement of contract performance, shall be completed established with design condition numbers (usually in the first column), for reference against actual readings at the time, Tours are performed. Paper log sheets of readings need not be used for equipment monitored and data logged by the BAS, if such monitoring and data logging provides a sufficient database of operating data to allow for analysis of trends in equipment performance and troubleshooting.
- C.3.12.1.2 Tours will be managed as work orders, and can be entered in the CMMS. The respective work order shall be completed immediately on completion of the Tour. All findings noted during the Tour shall be entered as remarks on the work order. All deficiencies noted shall be immediately entered as follow-on work orders of appropriate types.

- C.3.13      **Operating Logs and Tour check Sheets**
- C.3.13.1      Operating logs shall be maintained for major equipment at the site of the equipment. Information recorded on the logs shall be adequate to track the operating hours and performance history of the equipment. Tour check sheets should be stationed at major points for building Tours (for example, air handler rooms). These must be checked when Tours are performed. Log forms, Tour check sheets and Operator Assignment sheets shall be incorporated into the Building Operating Plan.
- C.3.13.2      There should be either a separate tour check sheets for each frequency of inspection, or (preferably) different checklist columns on a standard tour check sheet for each frequency.
- C.3.13.3      Automation of operating logs through use of BAS data logging capabilities is encouraged; this eliminates the need for manual operating logs if the data logs are used to generate reports showing the history and trends in equipment performance. The Contractor is responsible for developing and scheduling BAS trends. The system of operating logs and tour documentation shall be described in the Building Operating Plan.
- C.3.14      **Tour Frequencies**
- C.3.14.1      Minimum tour requirements:
- C.3.14.1.1      TWICE DAILY: Major HVAC equipment (when in operation) including boilers, chillers, cooling towers, pneumatic control air compressors, and air handler rooms. Fire alarm system control panels. Switchgear/primary Electrical equipment rooms.
- C.3.14.1.2      DAILY: Distributed HVAC equipment (package units, external condensers, etc.). Pumps, motors, sewage ejectors.
- C.3.14.1.3      WEEKLY: Battery systems (UPS, generators, Transformers, etc.).
- C.3.15      **Leak Testing**
- C.3.15.1      Leak testing for refrigerants and natural gas shall be performed in conjunction with tours not less frequently than weekly unless sensors and alarm systems are installed and are performing this function.
- C.3.16      **Energy and Utilities Management**
- C.3.16.1      **Energy Conservation**
- C.3.16.1.1      The Contractor shall operate equipment and systems as efficiently as possible without compromising service to or comfort of the tenants, to include making changes in operating sequences or Controls programming which would improve efficiency when such potential improvements are identified by either the Contractor or the District. Failure to operate equipment prudently (e.g., unnecessarily setting demand peaks; operating equipment when not needed) may result in performance deductions under the Adjusting Payments clause.



**C.3.17 Demand Response Programs**

C.3.17.1 The District may participate in any of the available demand response programs or critical peak pricing tariffs administered by utilities. If the District participates in such a program and advises the Contractor of the requirements of such program, the Contractor shall cooperate fully in the implementation of the program. To the extent that such programs might require temporarily compromising tenant environmental conditions, the Contractor shall consult with the COTR to determine the range and duration of such compromised conditions. Failure to diligently manage systems in accordance with such programs may result in performance deductions under the Adjusting Payments clause for excess costs or loss of revenue to the District.

**C.3.18 Safety and Environmental Management – Special Requirements**

**C.3.18.1 Refrigerant Control and Certification**

C.3.18.1.1 The Contractor shall control refrigerants and maintain records in accordance with EPA and air quality management district standards.

C.3.18.1.2 Refrigerant control logs shall be updated monthly, and a copy sent to the COTR not later than the first working day of the next month. The Contractor shall also maintain a set of logs on site, and make this set of logs available to District inspection.

C.3.18.1.3 Contractor employees who come into contact with refrigerants in the course of their duties shall be certified to handle such refrigerants. The Contractor shall submit a copy of such certification to the COTR prior to any employee anticipated to handle refrigerants begins duties that might involve handling refrigerants.

C.3.18.1.4 In the event of fines or penalties levied by the EPA or an Air Quality Management District (AQMD), the Contractor may be charged the cost.

**C.3.19 Operating Permits**

C.3.19.1 The Contractor shall be familiar with the requirements of the local operating permit, and shall be responsible for obtaining operating permits for boilers, generators and other emissions producing equipment regulated by the District. In the event of fines or penalties levied by the District or EPA, the Contractor may be charged the cost as a performance deduction under the Adjusting Payments clause.

C.3.19.2 The Building Operating Plan must describe the specific local operating permit rules that apply to equipment in the building, and summarize the requirements that must be met.

**C.3.20 Underground Storage Tanks**

C.3.20.1 Maintenance guides for underground storage tanks shall be supplemented so as to meet any EPA District of Columbia requirements for monitoring and maintenance. Underground storage tanks shall be checked every six months;

there are two underground water storage tanks. One is a 200,000- gallon storm water tank, and the other is a 40,000- gallon potable water tank. There are two 500-gallon underground fuel tanks.

**C.3.21 Boiler and Pressure Vessel Operation and Inspection Standards**

C.3.21.1 Boiler operation and inspections provided by Contractor shall be in accordance with:

C.3.21.1.1 1998 ASME Boiler and Pressure Vessel Code;

C.3.21.1.2 National Board Inspection Code;

C.3.21.1.3 Environmental Protection Agency and local air quality management district requirements.

C.3.21.2 Boiler inspections shall include internal and external (operating) inspections and tests described in Chapter 2 “Inspection of Boiler and Pressure Vessels” of NBIC. The Contractor shall require the inspector to complete GSA Form 349 (Inspection Report of Boiler) for each boiler inspected. The Contractor shall have unfired pressure vessels with design operating pressure in excess of 60 p.s.i. and having a capacity in excess of 15 gallons inspected annually. The Contractor shall complete GSA Form 350, (Inspection Report of Unfired Pressure Vessels) for each unfired pressure vessel inspected. A GSA Form 1034 (Certificate of Inspection) shall be completed and posted on or near the equipment. Inspections shall be made by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors, and must be employed by an independent firm specializing in boiler and unfired pressure vessel inspections.

C.3.21.3 The contractor shall provide per Section J.1.11, annual preventive maintenance services for the oil and gas burning systems equipment, in accordance with the terms and conditions of this contract. The contractor shall also provide the preventive maintenance services for each listed equipment in accordance with the oil and gas burning systems equipment manufacturer’ s recommendations and per the Building Officials and Code Administrators Code (BOCA).

**C.3.22 Fire Alarm Central Station Monitoring**

C.3.22.1 The Contractor shall maintain lines, transmitters and related equipment and materials, to connect to a UL approved Central Station for fire alarm monitoring, and shall procure such monitoring service. All Fire Protection systems and equipment shall be kept fully functional at all times, except for limited periods for maintenance with the COTR approval.

**C.3.23 Fire Protection**

C.3.23.1 Fire warning and protection systems, and all other applicable equipment, shall be inspected, maintained and tested by Contractor in accordance with the National Fire Protection Association (NFPA) codes and standards. Operating supplies such as spare sensors, packing, lubricants, rags, cleaners, etc., shall be adequately

stocked. All of the Contractor's employees shall be familiar with the building fire alarm system. All employees shall be trained on the procedures to follow in the event of fire or other emergency including the operation of fire alarms equipment. The Contractor shall test fire alarm systems outside Normal Working Hours, and otherwise minimize disruption to tenants. The Contractor shall sign each Inspection, Maintenance, and Testing (ITM) Report certifying that the report is accurate. A copy of all reports shall be kept in the Contractor's local office in the building.

- C.3.23.2 All fire alarm system alarms shall be responded to by Contractor as emergency basis. Alarms shall be cleared on panels as quickly as feasible.

#### C.3.24 **Control Systems**

- C.3.24.1 Control systems shall be maintained as designed. The Contractor is responsible for all system hardware, including but not limited to networks, computers, peripheral devices, controllers, sensors, alarms, actuators, transformers, transducers and all other system components. The Contractor is responsible for keeping the BAS functioning, and for reloading software in computers or controllers as necessary. The Contractor is responsible for making set point adjustments as necessary and appropriate. The Contractor will not modify sequences of operation or control programs without prior approval of the District. The Contractor is responsible for upgrading BAS software. The Contractor is responsible for understanding and diagnosing the performance of systems, and therefore is responsible for notifying the District if a sequence of operations or its implementation as a control program is not producing the desired results or is resulting in unnecessary energy use.
- C.3.24.2 If sequences of operation, as implemented by control programs, must be overridden for operational reasons, the Contractor shall notify the COTR at least one working day in advance of the override. The BAS program shall be restored to normal automatic control within five (5) working days unless the COTR provides written permission to keep the sequence overridden for a longer period of time.
- C.3.24.3 Control System computers, routers, hubs, switches and controllers that are located in electrical closets, telephone closets and maintenance offices or in accessible locations of mechanical rooms are generally put on uninterruptible power supplies (UPS). These can be units intended for personal computers; capacity must be sufficient to maintain power for fifteen (15) minutes in the event of an outage. If such UPS are not in place at the start of performance, the Contractor shall identify missing units to the COTR, with a recommended action.
- C.3.24.4 All computers networked with Control Systems shall be maintained by Contractor to the following minimum standard:
  - C.3.24.4.1 an approved anti-virus software subscription shall be kept in effect and the software used at all times;

- C.3.24.4.2 if the network can connect to the outside, District security policy shall be followed;
- C.3.24.4.3 an approved spy ware protection program shall be obtained and used;
- C.3.24.4.4 Contractor personnel shall be prevented from using the system to load software or connect to the internet for non-business purposes;
- C.3.24.4.5 Monthly anti-virus and spy ware scans shall be conducted;
- C.3.24.4.6 Disk drive maintenance to include complete system backup and defragmentation shall be performed quarterly.

C.3.25 **BAS Alarm Response**

- C.3.25.1 BAS alarms shall be treated by Contractor as Service Calls, and responded to accordingly. Repetitive or associated alarms may be treated in the aggregate.

C.3.26 **Water Treatment**

C.3.26.1 **General**

- C.3.26.1.1 The Contractor shall develop a water treatment program and provide equipment, chemicals, and services required to control corrosion, scale, algae, slime and bacterial growth in all HVAC equipment and systems throughout the building. The Water Treatment program shall minimally meet the original equipment manufacturer's recommendations. The Contractor shall be responsible for conformity with all pertinent local sanitation district regulations and other environmental regulations. Water treatment shall be performed, and safety equipment (e.g., emergency eyewash stations) maintained in accordance with OSHA standards.

C.3.26.2 **Initial Report and Development of Program**

- C.3.26.2.1 The Contractor shall perform a comprehensive initial water treatment analysis (laboratory analysis) to assist in developing the water treatment plan. Each HVAC water loop shall be analyzed for, as a minimum: pH, P Alkalinity, Bicarbonates, Carbonates, Hydroxides, M Alkalinity, Total Hardness, Iron, Chloride, Specific Conductance, and Total dissolved solids, Phosphate, and Silica.
- C.3.26.2.2 A water treatment conditions report ("initial report") shall be generated based on this analysis. The Contractor shall use the report to develop a water treatment plan, which shall include daily field tests, monthly laboratory analysis and weekly biocide rotation. The initial report and the water treatment plan shall be incorporated into the Building Operating Plan.

C.3.26.3 **Coupon Rack**

- C.3.26.3.1 The Contractor shall install a coupon rack, not later than thirty (30) calendar days of submission of the water treatment plan, in all closed loop systems and the

condenser water loop, if coupons do not already exist. The minimum quantity of coupons and frequency of inspections shall be described in the water treatment plan.

**C.3.26.4 Weekly Testing (FIELD TEST)**

C.3.26.4.1 Weekly water field tests shall be performed for open HVAC loops for pH, TDS, conductivity, corrosion inhibitor concentration, and concentration of biocides. Results shall be entered daily into the logs and a copy of the records shall be maintained on site.

**C.3.26.5 Monthly Testing (LAB ANALYSIS)**

C.3.26.5.1 The Contractor shall also draw a set of water samples monthly, for all HVAC water loops, which are in active use during that season, for independent lab analysis. Tests shall be performed by Contractor as described in the water treatment plan (which shall be incorporated by Contractor into the Building Operating Plan). The monthly samples shall be analyzed by a qualified laboratory employed by Contractor for this purpose, and a monthly report containing all pertinent information, relative to the conditions found, shall be submitted to the COTR by the 10th calendar day of each month (to report results from the previous month). Tests to be performed as part of the monthly analysis shall be determined in the approved water treatment plan.

**C.3.26.6 Chemical Usage Logs**

C.3.26.6.1 Logs of chemicals on hand and usage shall be maintained. Contractor shall maintain copies of updated MSDS sheets on-site in a three ring binder; Work orders entered by Contractor for adding chemicals to chemical feeder systems, or for adding chemicals to water, shall record the type and amount of chemicals added to each system.

C.3.26.6.2 no more than two (2) weekly tests per year are permitted by Contractor;

C.3.26.6.3 all monthly tests are performed and no more than two are late and not late by more than one week;

C.3.26.6.4 all test results are logged;

C.3.26.6.5 appropriate action is taken when test results indicate problems (adjust feed rates and or repair problem areas);

C.3.26.6.6 There is no significant fouling of heat exchange surfaces, or buildup of solids, biological growth, or algae in cooling towers.

C.3.26.6.7 100% of the time legionellia colony counts are kept below the allowable range as established in the water treatment plan.

C.3.27        **Maintenance**

C.3.27.1      **General**

- C.3.27.1.1    The Contractor is responsible for performing Maintenance on all building equipment and systems to keep the facilities within the scope functioning per the design intent. The Contractor may follow a Preventive Maintenance program, as described herein, or may propose to develop a Predictive Maintenance program for some or all equipment systems. Development of a Predictive Maintenance program for at least the major equipment is preferred, but is subject to Approval by the COTR on the basis of sufficiency of supporting Controls, data logging capability, and proposed methodology. Where such capabilities are present, a Predictive Maintenance program shall be used if approved by District. Preventive Maintenance must be employed for all equipment requiring maintenance not included in an approved Predictive Maintenance program.
- C.3.27.1.2    Specific requirements identified herein are not a comprehensive list of tasks that may be necessary to meet the general requirement, and shall not be interpreted as exclusionary.
- C.3.27.1.3    In the event the District approves Contractor's proposed predictive maintenance program, any cost advantages shall be shared between the District and Contractor in accordance with District "cost engineering" standards and procedures.

C.3.28        **Preventive Maintenance (PM) Standard**

- C.3.28.1      The Contractor shall propose preventive or predictive maintenance standards for all equipment when any of the following factors apply:
- C.3.28.1.1    the equipment normally requires periodic replacement of Consumable components;
- C.3.28.1.2    normally requires periodic or occasional cleaning;
- C.3.28.1.3    has moving parts;
- C.3.28.1.4    is prone to failure of major components before overall obsolescence of the system which it serves;
- C.3.28.1.5    is of a type itemized in the Public Buildings Maintenance Guides and Time Standards ("PBS standards") or NETA Maintenance Testing Specifications;
- C.3.28.1.6    Requires preventive or predictive maintenance in accordance with any other provision of this Contract.
- C.3.28.2      Except where other standards are identified herein, the Contractor shall perform scheduled Preventive Maintenance using as a minimum the standards and frequencies of the GSA Public Buildings Maintenance Guides and Time Standards (January 1995). The Contractor shall identify equipment that does not accurately correlate with the GSA maintenance guide, and shall identify pertinent industry standard alternative guides or maintenance frequencies that are more appropriate or effective. In such cases, it is the Contractor's responsibility to

propose the alternative frequencies or guides, although Acceptance of such alternative maintenance guides and schedules is at the discretion of the COTR.

C.3.28.3 Scheduled preventive maintenance for specific equipment may be replaced in whole or in part by predictive maintenance, with the approval of the COTR, when sufficient condition monitoring capability is in place.

C.3.28.4 Electrical maintenance shall conform to the frequencies and tasks described in the International Electrical Testing Association (NETA) Maintenance Testing Specifications for Electrical Power Distribution Equipment and Systems ("NETA Maintenance Testing Specifications"), (version in effect at time of issue of solicitation). The NETA Maintenance Testing Specifications are a mandatory standard; any deviations must be explained and approved by the COTR. The PBS standards shall not be used for electrical testing and maintenance.

### C.3.29 **Submittal of Proposed Maintenance Program**

C.3.29.1 The Contractor shall submit PM guides, frequencies and schedule, and any Predictive Maintenance methodologies, as part of the Building Operating Plan. In cases where the Contractor proposes to follow the Public Buildings Maintenance Guides and Time Standards, rather than proposing an alternative frequency or guide, this shall be indicated explicitly. In cases where the Contractor proposes an alternative frequency or guide, this alternative shall be clearly identified and explained. The COTR must approve the technical rationale of any alternative prior to it becoming effective. The COTR has full authority to accept or reject any alternative and to direct the Contractor to use the PBS standard or the procedures listed in the equipment O&M documentation. The maintenance schedule must continue from the existing maintenance schedule so as not to create gaps in performance of maintenance. Predictive Maintenance descriptions, if applicable, must describe method of base-lining equipment performance, data to be measured, frequency and methods of measurement, and methods of determining when maintenance or Repair is necessary.

### C.3.30 **Special Maintenance Requirements**

C.3.30.1 These special maintenance requirements supplement, but do not replace, other requirements identified herein.

### C.3.31 **Backflow Prevention Devices**

C.3.31.1 The Contractor shall be responsible for maintenance of all existing backflow prevention devices, as well as obtaining applicable certifications of backflow prevention devices as prescribed by District of Columbia laws, ordinances, and regulations, and the requirements of the Water and Sewer Authority (WASA).

C.3.32      **Drain Traps**

- C.3.32.1      The Contractor shall assure that water is maintained in all indoors drain traps (e.g., that they do not dry out), to prevent odors and gases from the drain system entering the building. In areas where there is not regular spillage through drains, Contractor must add a small amount of mineral oil to the water to prevent drying out. Contractor may also propose use of trap primers where appropriate.

C.3.33      **Landscape/Grass Cutting/Fertilizing/Mulching/Weeding/Pruning**

- C.3.33.1      The Contractor shall furnish all labor, supervision, tools, supplies and heavy commercial grade equipment necessary to provide grass cutting and landscape maintenance services at the Unified Communication Center.

C.3.34      **Landscape Irrigation Systems**

- C.3.34.1      The Contractor shall maintain landscape irrigation systems. The Contractor is responsible for maintaining and adjusting the landscape and operation of landscape irrigation systems.

C.3.35      **Landscape/Snow Maintenance Requirements**

- C.3.35.1      The Contractor shall remove snow and ice from walks and entrances, steps, landings, sidewalks, ramps, vehicular courts, parking lots, and other approaches when snowfall measures at least two (2) inches or ice creates a hazardous condition. No salt shall be used. Contractor shall remove snow continuously from the facilities in order to maintain a non-hazardous condition. Ice shall not be allowed to solidify. Contractor shall be responsible for all damage to grounds and landscape caused by the application of chemicals for ice and snow removal. Contractor shall remove snow and ice, 365 days of the year per the requirement of

C.3.36      **Electrical Inspection, Testing and Maintenance**

- C.3.36.1      Electrical inspection, testing and maintenance shall be performed in accordance with the NETA Maintenance Testing Specifications (version in effect at date of contract award). All equipment of the types indicated in the NETA Maintenance Testing Specifications shall be tested and maintained in accordance with the NETA standards. The frequencies of inspection, testing and maintenance shall be not less than the frequencies recommended by the manufacturer and NETA standards.
- C.3.36.2      A NETA member firm shall be hired to perform service when service is required.
- C.3.36.3      A comprehensive report of inspection and testing findings conforming to the NETA standard for the "Test Report" shall be submitted within 10 working days of completion of inspection and testing.
- C.3.36.4      Recommendations to replace or upgrade electrical equipment in the report shall not generate liability for Repairs to the Contractor, unless deterioration of equipment is caused by maintenance or operational errors or omissions by the Contractor.



C.3.36.5 NFPA 70B shall be used as a supplemental standard, where supplemental guidance is necessary or for equipment or conditions not adequately described in the NETA Maintenance Testing Specifications.

**C.3.37 Thermographic Scanning of Electrical Equipment**

C.3.37.1 Perform thermographic scan of all electrical breakers (including distribution panels), switchgear, and motor control centers and other applicable electrical equipment not less frequently than every two years. If thermographic scan has not been performed within the past two (2) years, Contractor must perform this within the first six (6) months of the base year of performance under this Contract. Thermographic scan must be performed while equipment is loaded, and appropriate safety precautions must be taken.

C.3.37.2 A letter report with infrared photographs of equipment scanned must be submitted within ten (10) working days of completion of the scan.

**C.3.38 Emergency Generator Maintenance**

C.3.38.1 Electrical equipment associated with emergency generators shall be tested and maintained by Contractor in accordance with the NETA Maintenance Testing Specifications and shall comply with NFPA 110 for a Level 1 Emergency Power Supply System (EPSS). Testing of the emergency generator and emergency distribution system shall be performed per Section J.1.10.

C.3.38.2 Contractor shall quarterly conduct a start/run test without interruption of the facility.

Contractor shall annually conduct a test of the emergency generators and the entire emergency distribution system by interrupting power to the facility. Contractor shall coordinate the timing of this test with the COTR and shall perform the test at the time of day requested by the District.

**C.3.39 Lubricants, Preservatives, and Cleaning Materials**

C.3.39.1 All lubricants, oils, greases, preservatives, and cleaning materials must be of the type and grade as recommended by the respective equipment manufacturer.

**C.3.40 Pump Alignment**

C.3.40.1 Within the first year of performance under this Contract, and at least every two (2) years thereafter, the Contractor shall measure pump alignment using proper instrumentation, and shall correct misalignments. The Contractor shall submit a letter report within five (5) working days of completion of work. The Contractor on the Facility site shall maintain a history of all measurements of alignment.

C.3.41      **Recalibration of gauges, Pneumatic Systems and Electronic Sensors**

C.3.41.1      No less frequently than annually, the Contractor shall recalibrate all analog gauges in HVAC systems.

C.3.41.2      Pneumatic Control Systems and subsystems shall be recalibrated not less frequently than semiannually.

C.3.41.3      Electronic sensors associated with the building automation system shall be recalibrated minimally annually, or within seven (7) days after their calibration raises questions.

C.3.41.4      All electronic sensors shall be replaced or recalibrated in accordance with the Repairs provisions herein as out-of-tolerance data is noted.

C.3.41.5      Contractor shall maintain a record of calibrations on the Facility site.

C.3.42      **Underfloor Air Distribution Systems**

C.3.42.1      The Contractor shall open and clean under floor air distribution systems at least once every three (3) years. During cleaning, the Contractor shall check for unsealed penetrations (e.g., around penetrations for conduit, pipes, etc.) and shall seal such penetrations in a manner agreed to by the COTR. Maintenance of terminal boxes and other mechanical equipment found within the underfloor plenums shall be conducted at this time.

C.3.42.2      This cleaning and checking of underfloor plenums shall be done in a manner that minimizes disruption to tenants. Work shall not be performed until the COTR coordinates with the tenants and approves the Contractor's work schedule. All spaces shall be left clean by the Contractor.

C.3.43      **Terminal Boxes**

C.3.43.1      Air distribution terminal boxes (e.g., VAV boxes, mixing boxes, etc.) shall not be maintained on a fixed preventive maintenance schedule due to the disruption this can cause tenants, if the BAS is adequate to monitor and trend box performance, unless fan-powered. If there is such a BAS, terminal box maintenance shall be based on developing an acceptable protocol for monitoring box performance, and performing Repairs when needed.

C.3.43.2      Maintenance shall be required by Contractor, however, in addition to any Repairs driven by monitoring, for terminal boxes found in under floor air plenums when such spaces are opened for cleaning as required elsewhere herein.

C.3.43.3      Fan-powered terminal boxes must be accessed and maintained, to include changing any filters, no less frequently than annually.

C.3.44      **Lamps and Ballasts**

C.3.44.1      The Contractor shall replace failed fluorescent lamps with new lamps of the same temperature color, and a CRI of at least 85.

C.3.44.2 The Contractor shall replace failed ballasts with new ballasts with a ballast factor of 0.77 or less.

C.3.45 **Architectural and Structural Maintenance and Repairs**

C.3.45.1 **General**

C.3.45.1.1 The Contractor shall perform maintenance and Repair of the Architectural and Structural systems under the same terms as other Maintenance and Repairs requirements.

C.3.45.1.2 Additional services may be ordered for Architectural and Structural maintenance and Repair work in accordance with the additional service provisions established elsewhere in this contract.

C.3.46 **Locksmith Services**

C.3.47.1 The Contractor may be required to furnish locksmith services on a reimbursable basis, under the Additional Services provisions of this contract. If the Contractor loses any keys, the Contractor is responsible for changing out or retumbling all affected locks and must provide the appropriate keys at the Contractor's own expense.

C.3.48 **Maintenance Painting**

C.3.48.1 The Contractor shall perform touch-up painting to the interior and exterior of the facility as required in the accomplishment of maintenance and Repair work. The Contractor is not required to perform regularly scheduled painting, or paint large areas systematically, unless reimbursed under the Additional Services provisions herein.

C.3.49 **Doors and Ramps**

C.3.49.1 The Contractor shall maintain in a safe, usable and well-maintained condition doors such as roll up doors, revolving doors, sliding or swinging doors, and adjustable loading ramps (power or manually operated).

C.3.50 **Interior Signage and Directories**

C.3.50.1 The Contractor shall maintain and update building directories and way finding systems. The Contractor shall Repair damaged interior or exterior signage in accordance with the Repairs provisions herein. Other changes to interior or exterior signage may be ordered from the Contractor as reimbursable items under the Additional Services provisions herein.

C.3.51 **Roof Inspections**

C.3.51.1 The Contractor shall perform semiannual roof inspections in accordance with Public Buildings Maintenance Guides and Time Standards (January 1995), and the stricter of the manufacturer's or installers instructions. The Contractor shall develop and provide to the COTR a written report, no later than ten (10) working

days after the roof inspection. The Contractor shall ensure that all steps are taken to protect and maintain the roof warrantee. The Contractor is responsible for minor patches or flashing repairs following the Repairs provisions herein, so long as these are limited to spot repairs.

**C.3.52 Elevator Maintenance**

C.3.52.1 The Contractor shall perform full-service elevator maintenance in accordance with Elevator Maintenance Requirements as described in Section C.3.

**C.3.53 Service Calls and Repairs**

**C.3.53.1 General**

C.3.53.1.1 The Contractor shall respond to Service Call requests and for corresponding Repairs, and shall otherwise perform Repairs as deficiencies are noted or reported to the Contractor.

**C.3.54 Service Call and Repair Records**

C.3.54.1 The Contractor shall set-up and maintain a service call system that will allow District personnel to report deficiencies and troubles within contractor's scope of work. Contractor shall maintain records of Service Calls and Repairs performed. Service Call and Repair records must be maintained using the methods and procedures identified in the Contractor's approved operating plan, this may include a CMMS. Service call records shall include the following minimum requirements:

C.3.54.1.1 Complaint, date, time, location and complainant.

C.3.54.1.2 Verification of the complaint (such as actual temperature, was airflow more or less than design).

C.3.54.1.3 What corrections, if any, were performed to resolve the complaint? The date and actual time to complete the service call along with materials used.

C.3.54.1.4 The work order for each Service Call or Repair shall be put into a "complete" status on the CMMS within one working day of completion of work. Time and materials shall be recorded on each work order before the work order is put into a "closed" status. Responsibility for putting work orders into "closed" status (e.g., whether performed by the Contractor or the District) is subject to local building procedures; the COTR will direct the procedure to be followed.

C.3.54.1.5 Contractor shall obtain complainant's acknowledgement that each complaint is closed out.

**C.3.55 Emergency Call Back**

C.3.55.1 The Contractor will not be reimbursed for facility related Service Calls and/or Repairs, which require the return of a technician after Normal Working Hours, as

Emergency Callbacks. Repairs performed as Emergency Callbacks shall be included in the Contractor's base bid and priced the same as other Repairs, except that:

- C.3.55.1.1 An act of god or something other than an equipment failure caused the emergency; where the COTR determines that the Contractor did everything in their power to prevent any catastrophic failure, and then these Callbacks may be reimbursable if approved by the Contracting Officer.
  - C.3.55.1.2 There will be a minimum reimbursement of two labor hours for Emergency Callback services that are deemed reimbursable.
  - C.3.55.1.3 Labor shall be paid for reimbursable emergency callbacks as specified in the price schedule, for time actually spent in the building (from sign-in time to sign-out time; transportation time shall not be reimbursed).
  - C.3.55.2 The Contractor shall not be reimbursed for Emergency Callback services performed when such services are necessitated by equipment failures that result from negligence, failure to perform scheduled maintenance, or operating error on the part of the Contractor. The Contracting Officer will evaluate the merits of all claims for reimbursements for emergency callbacks and the COTR determination is final.
- C.3.56      **Service Calls**
- C.3.56.1    **General**
- C.3.56.1.1 The Contractor is responsible for responding to and performing Service Calls, and initiating Minor Repairs or Reimbursable Repairs as determined necessary, following procedures described elsewhere herein. If Reimbursable Repairs, as defined elsewhere herein, are needed to correct the condition, the Contractor shall immediately notify the COTR; if the COTR directs that Contractor to proceed with the Reimbursable Repairs the Contractor shall do so without delay.
- C.3.57      **Contact and Response Time Requirements**
- C.3.57.1 The District must be able to contact the on-site technician, or another representative of the Contractor, twenty-four (24) hours per day, and seven (7) days per week.
  - C.3.57.2 The Contractor shall respond to Service Calls during Normal Working Hours within thirty (30) minutes of receipt of the Service Call, and shall complete any necessary Minor Repairs as soon as possible but not less than within 24 hours.
  - C.3.57.3 The Contractor shall respond to Emergency Callbacks within fifteen (15) minutes of receipt of a call and any additional support shall be onsite within two (2) hours.

- C.3.58        **Repairs**
- C.3.58.1      **General**
- C.3.58.1.1    The Contractor shall perform Minor and Reimbursable Repairs as described herein.
- C.3.59        **Minor Repairs**
- C.3.59.1      A Minor Repair is a repair requiring no more than \$2000 in cost, including direct labor (valued at the labor rates set forth in the Price Schedule), subcontractor costs, and parts costs. The cost of Consumable parts and materials shall not be calculated as part of the Contractor's costs. The Contractor shall perform Minor Repairs as needed at no further cost to the District.
- C.3.59.2      Minor Repairs shall be completed within 24 hours of identification of the problem, unless, despite all reasonable efforts, parts or subcontractor support cannot be obtained in this time. In such a case, the COTR shall be notified of the delay and anticipated completion date. The work order should be put into a status to indicate the nature of the delay, with appropriate remarks.
- C.3.60        **Reimbursable Repairs**
- C.3.60.1      If a Repair exceeds the Minor Repair cost threshold established above, it becomes a "Reimbursable Repair". Reimbursable Repairs are reimbursable to the Contractor at cost less the \$2000. For this purpose, cost is calculated using the labor rates in the Price Schedule, and subcontract costs and parts costs shall be passed through directly without any cost adjustment by the Contractor. The Contractor shall furnish all Consumable parts and materials at no cost to the District.
- C.3.60.2      The required completion date for Reimbursable Repairs shall be set when the COTR approves the work, as mutually agreed upon by the COTR and the Contractor. The Contractor shall attempt to complete work as promptly as feasible.
- C.3.60.3      Deficiencies or breakdowns caused by vandalism, misuse, abuse, or natural disaster are fully reimbursable - the Contractor will be reimbursed under the Additional Services provisions described herein, without the deductions normally established for Reimbursable Repairs. The Contractor at no cost to the District, however, shall eliminate graffiti and trash removal.
- C.3.61        **Approval of Work**
- C.3.61.1      When the Contractor determines that a Repair is needed which exceeds the Minor Repairs threshold, the Contractor shall immediately notify the COTR. The Contracting Officer must concur before the Contractor may proceed with the Repair. If the District's reimbursement responsibility is anticipated to exceed \$2500, the District must issue a Task Order through the normal District processes before the Contractor may proceed. Otherwise, the COTR has authority delegated by Contracting Officer to direct the Contractor to proceed orally.

C.3.62      **Ordering Repairs from Outside Source**

C.3.62.1      The District reserves the right to order Repairs from an outside source, or to have Repairs made by District technicians. In this event, if Contractor nonperformance is not an issue, the District shall not hold the Contractor financially responsible for the Repair.

C.3.63      **Warranties**

C.3.63.1      The Contractor shall contact installers or manufacturers, as appropriate, for work that is covered under a warranty, and maintain records of warranty service. The Contractor shall avoid actions, which would invalidate a warranty, unless it was brought to the attention of the COTR, and he provided written direction to proceed irrespective of the warranty consequences. If an installer or manufacturer fails to comply with the terms of a warranty, the Contractor shall immediately notify the COTR, who shall determine whether the Contractor should commence Repairs, or continue to pursue correction under the warranty. If the COTR determines that Repairs must be made without further delay, the Contracting Officer may order the work to be performed by the Contractor on a fully reimbursable basis, under the Additional Services provisions described herein.

C.3.64      **Service Call Desk**

C.3.64.1      The Contractor shall operate a service call desk function during Normal Working Hours, to include taking and tracking Service Call requests, and maintaining Service Call records in a CMMS.

C.3.65      **Utility Hours**

C.3.65.1      The first forty (40) labor hours of work per month ordered by the COTR, for tasks not otherwise required as Basic Services under the contract shall be treated as Utility Hours. There shall be no charge to the District for these hours, or for consumable materials used in the performance of these tasks.

C, 3, 66      **General and Administrative Requirements**

C.3.66.1      **Building Operating Plan**

C.3.66.1.1      **Purpose**

The Contractor shall develop and submit for approval, not later than the end of the Startup Phase, a detailed Building Operating Plan that explains operating and maintenance procedures for all major building equipment and systems. This plan must accurately describe the Contractor's methods of meeting contract requirements. The goals of this plan are:

C.3.66.1.2      Provide standard operating and maintenance procedures for the building, designed to operate and maintain existing systems in the most efficient and effective manner possible;

- C.3.66.1.3 Establish procedures for documenting the operating, maintenance and Repair history of equipment and systems;
- C.3.66.1.4 Establish contingency plans;
- C.3.66.1.5 Provide a centralized reference of contract information, and management of the work;
- C.3.66.1.6 Establish Contractor quality control procedures; and
- C.3.66.1.7 Assure compliance with regulatory requirements.
  
- C.3.67 **Components of the Building Operating Plan (BOP)**
- C.3.67.1 **The Building Operating Plan shall contain as a minimum:**
- C.3.67.1.1 Contact information (local and corporate); including email, office, home and cell phone numbers.
- C.3.67.1.2 Description of staffing, responsibilities and schedules;
- C.3.67.1.3 Standard operating procedures for operating building systems, to include as a minimum:
  - C.3.67.1.3.1 Startup and shutdown times and procedures.
  - C.3.67.1.3.2 emergency response procedures;
  - C.3.67.1.3.3 operating strategies to maximize efficiency and minimize energy consumption;
  - C.3.67.1.3.4 Descriptions of the sequences of operations for major equipment systems.
- C.3.67.1.4 Record management method which could include (at Contractor's expense) the use of the CMMS and other available systems (e.g., BAS) to implement and document contract requirements;
- C.3.67.1.5 Tour procedures, including operator assignment sheets;
- C.3.67.1.6 Other documentation procedures necessary to meet contract requirements;
- C.3.67.1.7 Maintenance schedules, procedures and guides;
- C.3.67.1.8 The building equipment inventory, which must include all equipment requiring scheduled Preventive Maintenance;
- C.3.67.1.9 Service Call and Repair procedures;
- C.3.67.1.10 Water treatment plan and initial water treatment analysis and report;
- C.3.67.1.11 The quality control program;
- C.3.67.1.12 Contingency plans for:
  - C.3.67.1.12.1 loss of the Contractor's on-site personnel (i.e., strike, walkout, injury, abrupt resignation);
  - C.3.67.1.12.2 civil disturbance or other major security threat;
  - C.3.67.1.12.3 natural disaster, bombing, or other event which damages the building's structure or utilities;



- C.3.67.1.12.4 Utilities curtailment;
- C.3.67.2 Description of air quality management district and other regulatory requirements (e.g., which rules apply to equipment in the building, which permits are necessary, etc.);
- C.3.68 **Revisions/Updates to the Building Operating Plan**
- C.3.68.1 The Contractor shall make updates to the Building Operating Plan during the performance periods of the contract to assure that the Building Operating Plan reflects current equipment, systems, and operating procedures.
- C.3.69 **Equipment Inventory**
- C.3.69.1 During the period of the contract, the Contractor shall maintain the equipment inventory of the building. As a minimum, this inventory shall list all items requiring Preventive Maintenance, although certain generic items found in large quantities (e.g., fire extinguishers, light fixtures) may be listed with multiple units on one inventory record (e.g., per room or other logical unit of space). The Contractor shall update the inventory as equipment is added or deleted from the building, and shall validate the equipment inventory by the end of each year of performance, recording all available data plate information that may have been previously missing from the inventory. All data fields must be completed as directed by the COTR. A copy of the current equipment inventory shall be maintained in the Building Operating Plan. Inventory records must be maintained in CMMS.
- C.3.69.2 The Contractor shall adhere to naming conventions and other data definition standards indicated by the District.
- C.3.70 **Formal Quality Control Program**
- C.3.70.1 The Contractor shall maintain a formal quality control program, with the aim of preventing deficient contract performance. This program shall be described in the Building Operating Plan; such description shall describe the plan and the methods of implementation. The program must as a minimum include:
- C.3.70.1.2 A system of regular work inspections by off-site company representatives;
- C.3.70.1.3 A system of regular inspections by on-site staff (may be consolidated with the Tours program);
- C.3.70.1.4 A program of monitoring equipment and systems performance on a systemic basis;
- C.3.70.1.5 A program of review of service calls and tenant service records to verify quality of service;
- C.3.70.1.6 Procedures to continuously monitor and evaluate the Contractor methods and procedures and a process to incorporate process improvements.

- C.3.70.1.7 Findings and corrective actions taken under the quality control program shall be documented.
- C.3.71 **Distributions to Tenants or Building Service**
- C.3.71.1 **Disabling Major Equipment**
- C.3.71.1.1 The Contractor shall be responsible for all necessary coordination with building occupants. The Contractor shall identify the need for and obtain all necessary permits and licenses for alterations. Minimally the Contractor shall give the COTR three (3) business days notice prior to dismantling or otherwise rendering inoperable major equipment, or shutting off any utility or HVAC service to any part of the building. The COTR may waive this requirement if equipment shutdown is necessary to make emergency Repairs. Maintenance requirements shall in general be scheduled well in advance to avoid disruptions or disturbance to building occupants. The mission of the UCC must be maintained at all times, therefore it will be the Contractor's responsibility to predict, schedule and obtain all necessary temporary equipment as required to meet the UCC mission requirements.
- C.3.72 **Impact on Fire Protection Systems**
- C.3.72.1 The Contractor must obtain advance Approval from the COTR before deactivating Fire Protection systems. If the fire alarm or sprinkler systems are temporarily removed or discontinued during work stages, they must be reconnected or placed back in service at the end of each day unless otherwise authorized by the COTR.
- C.3.73 **Disruptive or Hazardous Tools**
- C.3.73.1 The COTR must approve use of impact tools and power-actuated tools during Normal Working Hours. Burning or welding equipment may be used (at any time) only with written permission from the COTR. A Welding and Burning Permit as directed by COTR must be issued for each day welding or burning is performed.
- C.3.74 **Delivery and Storage**
- C.3.74.1 Delivery and storage of materials and equipment and accomplishment of all work shall be made with a minimum of interference to District operation and personnel. Particular caution shall be taken not to damage Elevator, corridor, or lobby finishes. Storage and container labeling shall be in accordance with OSHA standards.
- C.3.75 **Quality of Work/Matching to Existing Finishes**
- C.3.75.1 All Repairs or alterations work shall be carried to completion, including touch-up painting and/or operational checks. The quality of the work and the Repaired areas shall be fully compatible, visually and operationally, with adjacent surfaces or equipment. All replacements shall match existing in dimensions, materials,

quality of work, finish, color, and design. Upon completion of work, any stains, and other unsightly marks shall be removed.

**C.3.76 Upkeep of Machine Rooms and Storage Areas**

**C.3.76.1 General**

C.3.76.1.1 The Contractor shall always maintain the machinery spaces, shops and storerooms in a clean and orderly manner. When work is performed in these areas, the Contractor's personnel shall clean up all debris and leave the area in a presentable condition at the end of each workday.

**C.3.77 Painting**

The machinery rooms including floors and the equipment located within the machinery rooms shall be painted as necessary to maintain the appearance of the room and equipment. When painting, the Contractor must comply with the color coding system provided by the COTR (UCC standardized color-coding for HVAC equipment and piping).

**C.3.78 Compliance with District and District of Columbia Codes**

The Contractor shall comply with all applicable District of Columbia laws, regulations and codes, and shall obtain all applicable licenses and permits. The Contractor should note that Facilities are subject to some District of Columbia requirements (especially environmental). The Contractor is responsible for determining which requirements are applicable and complying appropriately. The Contractor may ask advice of the COTR in this regard. The District also has a policy of voluntary conformity to certain District of Columbia code requirements even when permitting or approvals from local regulators are not required; the Contractor should ask the advice of the COTR when such issues arise.

**C.3.79 Review of Design Documents**

The Contractor shall review design and construction documents for projects planned to modify Facilities, and shall comment on the impact of such designs on operating costs in general, and on the cost impact of the Contractor to do the work required by the contract. If the Contractor is given opportunity to review such documents, and fails to comment appropriately, the Contractor may be considered to have waived rights to price increases due to project impacts.

**C.3.80 Emergency Generator Services**

C.3.80.1 The contractor shall provide annual preventive maintenance services for the emergency generator systems equipment, in accordance with the terms and conditions of this contract. The contractor shall also provide the preventive

maintenance services for each listed equipment in accordance with the emergency generator systems equipment manufacturer's recommendations and per the Building Officials and Code Administrators' Code (BOCA).

- C.3.80.2 The list of buildings, their locations and the type of emergency generator systems equipment is provided in Section J.3 – Equipment Inventory List.
- C.3.80.3 The contractor shall comply with any and all requirements and in conjunction with other contractual obligations stated elsewhere under this contract in order to maintain all emergency generator systems equipment in satisfactory working condition at all times.
- C.3.81 **Execution of Work for Preventive Maintenance and Cost Reimbursable Work**
- C.3.81.1 The Contractor shall furnish all labor, plant and material, do all work, furnish all accessories and do everything that is necessary to carry out the contract in good faith by keeping all emergency generator system equipment in good working order, utilizing materials of like design and composition to those originally supplied and installed with accurate workmanship, skillfully fitted and properly connected.
- C.3.81.2 All work shall conform with the District of Columbia's codes and regulations which is stipulated by the DCRA. The contractor shall obtain all licenses and permits that may be required from the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration (BLRA), 941 North Capitol Street, N. E., Washington, D. C. 20002.
- C.3.81.3 All work shall be performed by skilled emergency generator electricians directly employed; licensed to work in the District of Columbia and supervised by a Project Manager that is certified by the National Institute Certification of Engineering Technologies (NICET). All field work shall be done by electricians who are licensed in the District of Columbia who have the National Institute Certification of Engineering Technologies (NICET) certification and by mechanics who are fully experienced in the repairs and maintenance of the various types of equipment involved.
- C.3.81.4 Except for emergency call-back service, hereinafter provided for, **all work shall be performed** on Mondays through Fridays, 8:15 a.m. to 4:45 p.m.. The contractor shall respond **within a twenty four (24) hour period** after the initial call.
- C.3.81.5 Upon inspection and receipt of a **Defect Notice** of repairs required from the DCRA's BLRA, the contractor shall commence work within twenty-four (24) hours of notification and complete the repairs on or before the date specified

therein and shall forward a report of compliance to the COTR within twenty-four (24) hours of completing the work.

- C.3.81.6** If there is evidence that the contractor has not initiated action to remove the defect(s) noted in the **Defect Notice**, which is issued by the DCRA Inspector, upon receipt of the second notice, the District may take over the work and have it accomplished by another contractor(s) and the cost of the work will be deducted from the contract price if it is determined that the work is within the scope of the contract.
- C.3.81.7** The contractor shall provide emergency call-back service consisting of a response within twenty four (24) hours to emergency requests by telephone or otherwise, from the COTR or his designated representative(s), if trouble or an emergency nature develops between regular examinations, on any day of the week, at any hour, day or night. Failure to respond may be cause for the CO, at his option, to call another emergency generator system company to service the emergency generator system(s) and the cost of such service shall be deducted from the contract price.
- C.3.81.8** The necessity of continuous emergency generator system use requires prompt service, therefore, the contractor shall respond immediately to notices and calls for emergency generator system emergency repairs by the COTR. If the contractor fails to start the work within twenty four (24) hours after notification, or, if in the opinion of the CO, the work is not being carried out as expeditiously as possible, the CO may have the repairs made by some other party and the cost of these services will be deducted from payments due the contractor.
- C.3.82 Description of Work for Preventive Maintenance of the Emergency Generators**
- C.3.82.1** The work described below applies to the emergency generator systems equipment in the Unified Communication Center as described in Section C.3. The Contractor shall perform this work and maintain the emergency generator systems in compliance with D.C. Codes and National Fire Codes.
- C.3.82.2** The contractor shall clean, adjust or replace the spark plugs for gasoline generators. For diesels, the injectors shall be checked and pop tested.
- C.3.82.3** The contractor shall clean, adjust and replace the ignition condensers and points for gasoline generators. For diesels, the timing is to be checked and set.
- C.3.82.4** The contractor shall lubricate the entire equipment and oil shall be changed at least once a year or more if the running time is more than 50 hours.
- C.3.82.5** The contractor shall inspect the fuel tanks and lines for the purpose of determining if excessive sludge or rust is collecting. If so, fuel tanks and fuel lines shall be cleaned

and all filters and sediment bowls shall be cleaned or changed as required by the manufacturer.

- C.3.82.6** The contractor shall check and report the condition of the entire generator fuel and cooling system for fuel or water leaks.
- C.3.82.7** The contractor shall check and report the condition of the batteries, charge them if necessary and report if replacement is needed.
- C.3.82.8** The contractor shall clean and refill the air cleaner or change elements as required.
- C.3.82.9** The contractor shall check the brushes on the generator for proper setting and operation on a quarterly basis.
- C.3.82.10** The contractor shall clean the commutator and slip rings on a quarterly basis.
- C.3.85.11** The contractor shall check the automatic transfer switch for proper operation and clean the contacts and lubricate all moving parts on a quarterly basis.
- C.3.82.12** The contractor shall check all instruments for proper operation on a quarterly basis.
- C.3.82.13** The contractor shall add antifreeze as required by the manufacturer.
- C.3.82.14** The contractor shall adjust all controls on a quarterly basis.
- C.3.82.15** The contractor shall do all the necessary tune-ups and valve adjustments on a quarterly basis.
- C.3.82.16** The contractor shall instruct the District's maintenance staff, in regards to operating and the upkeep procedures, once during the term of the contract.
- C.3.82.17** The contractor shall run the generator set and conduct test(s) under load when practical.
- C.3.82.18** The contractor shall submit a report for each generator to the Project Engineer of each inspection work done and provide recommendations for improvement or replacement, if any.
- C.3.82.19** The contractor shall perform load bank test each year on the generators, at no additional cost to the District.
- C.3.82.20** The contractor shall provide labor, material and equipment to clean, adjust, repair or replace any defective or improperly operating device or equipment as ordered by the COTR.

- C.3.82.21** The contractor shall be responsible to perform any routine additional maintenance work to keep each emergency generator in good operating condition.
- C.3.82.22** All emergency generator systems equipment shall be maintained in satisfactory working condition at all times. Additional emergency generator system equipment which is not covered by this contract may be added by change order(s).
- C.3.82.23** The contractor shall inform the COTR of any necessary repairs and replacement of parts beyond the (preventive maintenance) scope of the contract which need immediate attention, including an explanation as to the reason such repair is recommended. The intent of the contract is to perform the required preventive maintenance work in order to prevent major breakdowns of the systems.
- C.3.82.24** Answer all service calls within twenty-four (24) hours and inform the COTR of any delay beyond the contractor's control.
- C.3.82.25** The contractor shall repair any malfunctions of the emergency generator system(s) as quickly as possible in order to minimize the duration that the facilities lack emergency generator operation.
- C.3.82.26** The contractor shall repair all electrical shorts and assure that all wiring is installed per the National Electrical Code (N.E.C.).
- C.3.82.27** The contractor shall apply for and obtain permits for the above work from the Department of Consumer and Regulatory Affairs, Building and Land Regulation Administration, 941 North Capitol Street, N. E., Washington, D. C. 20002, if required, at his cost.
- C.3.82.28** The contractor shall thoroughly clean, adjust and oil, if and when necessary, every component part of equipment involved during the first site inspection and maintain the emergency generator system(s) in satisfactory operating condition throughout the contract period.
- C.3.82.29** The contractor shall clean, oil and adjust every component part of the system such as the contact points, springs, levers, coils and relays.
- C.3.82.30** The contractor shall adjust all bells for proper audibility at each location. All strobe lights, exit lights, pull stations and heat and smoke detectors shall be inspected and repaired, if necessary, so that they are in good working conditions.
- C.3.82.31** The contractor shall assure that no change in programming of the system(s) are made without authorization from the COTR.
- C.3.82.32** The contractor shall assure that all local emergency generator systems work is

satisfactorily at all times. All emergency generator system repairs shall be accomplished within twenty-four (24) hours upon notification by the District. If parts with long lead time have to be ordered for any repair work, the contractor shall inform the COTR and obtain approval for the delivery schedule of parts involved in the repair work.

- C.3.82.33** The contractor shall replace defective part(s) of the emergency generator systems promptly. For long lead time parts, temporary repairs shall be made until such time that new parts become available. The repair parts shall be obtained from the original manufacturer. Any parts obtained from other than the manufacturer shall be approved by the COTR.
- C.3.82.34** The contractor shall respond to emergencies within twenty-four (24) hours from the time that the repair request was made. Calls received by the contractor before 10:00 a.m. on a regular business day **MUST BE RESPONDED TO** before 10:00 a.m. the following business day.
- C.3.82.35** The contractor shall respond to request for services within twenty-four (24) hours of the request. If the request for service is made on a Friday, the contractor shall respond no later than the following Monday, unless Monday is a District Holiday, in which case, Tuesday would be the deadline for responding to the call. Failure to comply with this requirement may be cause for the CO to have the work performed by others and the cost of such work deducted from the contract price.
- C.3.82.36** The contractor shall inform the COTR, by means of written proposal, the cost of repairs of any outstanding defects or adjustments needed to bring any system up to 100% operation after your annual condition report and after any call for emergency service.
- C.3.82.37** The contractor shall have ample and complete stock of replacement parts sufficient for normal maintenance and repair of all emergency generator systems. All new parts shall be genuine products of the original manufacturers of the various types of emergency generator systems involved or of like design and comparison.

### **C.3.83 Repairs, Replacement and Cost Reimbursable Work for Emergency Generator Systems**

#### **C.3.83.1 Cost Reimbursement Component**

- C.3.83.1.1** The Contractor shall perform these services under the reimbursable component of the contract. All services and materials, which are not included in the fixed price for services as set forth in **Section “C”**, shall be reimbursed in accordance with the hourly rates and the materials cost ceiling established in the cost reimbursable section of the Unit Price Schedule in **Section “B”**.



- C.3.83.1.2** All work shall conform with the District of Columbia's Codes and Regulations. The contractor shall obtain all licenses and permits that may be required.
- C.3.83.1.3** The contractor shall repair or replace all equipment damaged by misuse of equipment by person(s) other than the contractor, his representative(s) or employees or by reason(s) of any other cause beyond the control of the contractor.
- C.3.83.1.4** The contractor shall perform other repairs on the emergency generator systems, as requested.

**C.3.84 Materials**

All parts and materials used for repairing the emergency generator systems equipment shall be the product of the manufacturers of the existing equipment and/or approved equal to meet the minimum Federal specifications.

**C.3.85 Standards**

Unless otherwise specified in writing, all materials, design clearances, construction, workmanship and tests shall conform to all applicable D. C. Codes, N.E.C. and Fire Codes.

**C.3.86 Replacement Items**

The contractor shall maintain, at all times, ample and complete stock of replacement items which conform to the style, size and appearance of the existing items and District of Columbia's Code. All major replacement items shall be approved, prior to installation, by the COTR. Wiring shall be in conformity with the District of Columbia's Electrical Code.

**C.3.87 Elevator Services**

The contractor shall provide annual preventive maintenance services for the elevator, in accordance with the terms and conditions of this contract. The contractor shall also provide the preventive maintenance services for each listed equipment in accordance with the elevator equipment manufacturer's recommendations and per BOCA Code.

The contractor shall comply with any and all requirements and in conjunction with other contractual obligations stated elsewhere under this contract in order to maintain all elevator equipment in satisfactory working condition at all times.

**C.3.88 Execution of Work for Preventive Maintenance and Cost Reimbursable Work**

- C.3.88.1** The contractor shall furnish all labor, plant and material, do all work, furnish all accessories and do everything that is necessary to carry out the contract in good faith by keeping all elevator equipment in good working order, utilizing materials of like

design and composition to those originally supplied and installed with accurate workmanship, skillfully fitted and properly connected.

- C.3.88.2** All work shall conform with the District of Columbia codes and regulations. The contractor shall obtain all licenses and permits that may be required from the Department of Consumer and Regulatory Affairs, Building and Land Regulation Administration, 941 North Capitol Street, N. E., Washington, D. C. 20002.
- C.3.88.3** All work shall be performed by skilled elevator mechanics directly employed and supervised by the contractor and who are fully experienced in repairs and maintenance of the various types of elevator equipment involved. Except for emergency call-back service, hereinafter provided for, **all work shall be performed** on Mondays through Fridays, 8:15 a.m. to 4:45 p.m.. Contractor shall respond **within a three (3) hour period** after the initial call.
- C.3.88.4** Upon inspection and receipt of notification of repairs required from the Department of Consumer and Regulatory Affairs, Building and Land Regulation Administration, the contractor shall commence work within twenty-four (24) hours of notification and complete the repairs on or before the date specified therein and shall forward a report of compliance to the COTR within twenty-four (24) hours of completing the work. The contractor shall provide full load and full speed test when requested.
- C.3.88.5** If there is evidence that the contractor has not initiated action to remove the defect(s) noted in the **Defect Notice**, which is issued by the DCRA Inspector, upon receipt of the second notice, the District may take over the work and have it accomplished by another contractor(s) and the cost of the work will be deducted from the contract price if it is determined that the work is within the scope of the contract.
- C.3.88.6** The contractor shall provide emergency call-back service consisting of a response within ninety (90) minutes to emergency requests by telephone or otherwise, from the COTR or his designated representative(s), in case of a shutdown, or if trouble or an emergency nature shall develop between regular examinations, on any day of the week, at any hour, day or night. Failure to respond may be cause for the Contracting Officer to call another company to service the shut-down elevator and the cost of such service shall be deducted from the contract price.
- C.3.88.7** The necessity of continuous use requires prompt service, therefore, the contractor shall respond immediately to notices and calls for elevator or emergency repairs by the COTR. If the contractor fails to start the work within ninety (90) minutes after notification, or, if in the opinion of the Contracting Officer, the work is not being carried out as expeditiously as possible, the Contracting Officer may have the repairs made by some other party and the cost of these services will be deducted from payments due the Contractor.

**C.3.89 Description of Work for Preventive Maintenance of Elevators**

- C.3.89.1** All elevator equipment shall be maintained in satisfactory working condition at all times. Additional elevator equipment which is not covered by this contract may be added by change order(s).
- C.3.89.2** The Contractor shall clean the machine rooms, secondary levels, hoistways, including the cross beams, rails and brackets, counterweights, frames, car tops, undersides of cars, hoistway pits, buffers and door hangers.
- C.3.89.3** The Contractor shall keep all machinery, devices or any other parts of the equipment which is subject to rust, properly cleaned and painted at all times.
- C.3.89.4** The Contractor shall ensure that the motor windings and field coils of all motors be dipped in an approved insulating varnish and baked when shop repairs to the same are made, unless written permission is secured from the COTR.
- C.3.89.5** The Contractor shall provide lamps in position indicators, hall lanterns and hall stations. If the lamps of same design are not commercially available, then the Contracting Officer should be advised at once for obtaining approval for an alternative.
- C.3.89.6** The Contractor shall repair or replace contact leads and coils for main controllers and selectors.
- C.3.89.7** The Contractor shall clean, lubricate, repair or replace every component part of the elevator to provide uninterrupted elevator and services in District owned and/or operated buildings, the cost of which (labor, equipment and material), shall be included in the fixed contract price. The contractor shall repair all elevators and make them 100% operational at all times. This shall include repairs and/or replacements of some parts and equipment, if necessary. Parts which are vandalized or damaged through no fault of the contractor are invoiced as reimbursable.
- C.3.89.8** The Contractor shall clean all machinery and equipment in the machine room, secondary levels, hoistways, pits and cars.
- C.3.89.9** The Contractor shall clean all accessory equipment included in the original elevator and installation or modification of the same.
- C.3.89.10** The Contractor shall provide weekly inspections to all elevators with generator field controls and semi-monthly inspections to all other elevators and to assure proper elevator operation.

- C.3.89.11** The Contractor shall supply all lubricants of proper grades, cleaning materials, paint, cotton waste, rags, gauges, testing and other tools and equipment required for preventive maintenance services.
- C.3.89.12** The Contractor shall have ample and complete stock of replacement parts sufficient for normal maintenance and repair of all elevators. All new parts shall be genuine products of the original manufacturers of the various types of elevators involved or of like design and comparison.
- C.3.89.13** The Contractor shall repair and/or replace all replacement parts as they become necessary due to normal wear and tear and shall test all devices and equipment, including but not limited to main hoist motor, governors, traveling cables and hatch wiring.
- C.3.89.14** The Contractor shall provide labor, material and equipment to clean, adjust, repair or replace any defective or improperly operating device or equipment as ordered by the COTR or his designated representative(s).
- C.3.89.15** The Contractor shall respond promptly upon receipt of any defect notice which is issued by the Department of Consumer and Regulatory Affairs, Building and Land Regulation Administration, Elevator Section, and inform, in writing, the Contracting Officer or his designated representative(s), within twenty-four (24) hours of the completion of work.
- C.3.89.16** The Contractor shall maintain all elevators at the manufacturer's contract speed unless written authorization is obtained from the Contracting Officer or his designated representative(s) to do otherwise.
- C.3.89.17** The Contractor shall maintain the hoistway and car door guides in an acceptable condition and shall replace the same when gear exceeds 1/16 inches.
- C.3.89.18** The Contractor shall maintain all fascias, dust covers and guides in proper alignment.
- C.3.89.19** The Contractor shall repair all door operation motors, door operating driving mechanisms, door hangers, retering cams, and retering cam operating devices.
- C.3.89.20** The Contractor shall clean and/or repair all elevator car enclosures, hoistway and car door panels, car gates, frames and sills.
- C.3.89.21** The Contractor shall replace and align all elevator guide rails.
- C.3.90** **Repairs, Replacement and Cost Reimbursable Work for Elevators**
- C.3.90.1** **Cost Reimbursement Component**

- C.3.90.1.1** The Contractor shall perform these services under reimbursable component of the contract. All services and materials, which are not included in the fixed price for services as set forth in **Section C**, shall be reimbursed in accordance with the hourly rates and the materials cost ceiling established in **Section B**.
- C.3.90.1.2** The Contractor shall include the systematic cleaning, repairing and replacement of all selector motors and control panel board motors, including all equipment on the controllers and the selectors.
- C.3.90.1.3** The Contractor shall repair or replace car traveling cables.
- C.3.90.1.4** The Contractor shall replace motor brushes and brush holders, as it becomes necessary, on the generators, hoist motors, door operators, selector motors and damping motors.
- C.3.90.1.5** All applicable requirements of this contract shall apply to all **“hydraulic”** elevators also and shall include pumps, motors, valves, oil lines, oil leakage, hoses, packing and connections. Proper oil level shall be kept in the oil reservoirs with the proper viscosity oil as required by the manufacturer’s recommendations.
- C.3.90.1.6** The Contractor shall clean, repair or replace all machine worn gear combinations.
- C.3.90.1.7** The Contractor shall repair all major overhauls or major repairs of main hoist motors and motor generator sets.
- C.3.90.1.8** The Contractor shall provide major repairs to jack units.
- C.3.90.1.9** The Contractor shall repair or replace all equipment damaged by misuse of equipment by person(s) other than the contractor, his representative(s) or employees or by reason(s) of any other cause beyond the control of the contractor.
- C.3.90.1.10** The Contractor shall make major repairs to oil buffers.
- C.3.90.1.11** The Contractor shall make major repairs to the drive machine including motor and brake coils and drive.
- C.3.90.1.12** The Contractor shall replace hoist and governor cables and reshackling.
- C.3.90.1.13** The Contractor shall replace bearings in cross heads or deflector or 2:1 sheaves.
- C.3.90.1.14** The Contractor shall repair or replace pump motor for hydraulic elevators.
- C.3.90.1.15** The Contractor shall perform other repairs on the elevators and escalators, as requested.

**C.3.91        Materials**

All parts and materials used for repairing the elevator and escalator equipment shall be the product of the manufacturers of the existing equipment and/or approved equal to meet the minimum Federal specifications.

**C.3.92        Standards**

Unless otherwise specified in writing, all materials, design clearances, construction, workmanship and tests shall conform to all applicable D. C. Codes and other related codes.

**C.3.93        Replacement Items**

The contractor shall maintain, at all times, ample and complete stock of replacement items which conform to the style, size and appearance of the existing items and District of Columbia Code. All major replacement items shall be approved, prior to installation, by the COTR. Wiring shall be in conformity with the District of Columbia's Electrical Code.

**C.3.94        Oil and Gas Burning Systems**

The Contractor shall provide annual preventive maintenance services for the oil and gas burning systems equipment, in accordance with the terms and conditions of this contract. The Contractor shall also provide the preventive maintenance services for each listed equipment in accordance with the oil and gas burning systems equipment manufacturer's recommendations and per the Building Officials and Code Administrators Code (BOCA).

The Contractor shall comply with any and all requirements and in conjunction with other contractual obligations stated elsewhere under this contract in order to maintain all oil and gas burning systems equipment in satisfactory working condition at all times.

C.3.94.1        The Contractor shall provide annual preventive maintenance services for the oil and gas burning systems, in accordance with the terms and conditions of this contract.

**C.3.94.2**        The Contractor shall apply for and obtain permits for the above work from the Bureau of Licenses and Inspections, Department of Consumer and Regulatory Affairs, 941 North Capitol Street, N. E., Washington, D. C., if required, at his cost.

**C.3.94.3**        The Contractor shall clean, adjust and oil, if and when necessary, every component part of equipment involved during the first site inspection and maintain the fire alarm system(s) in operating condition.

- C.3.94.4** The Contractor shall clean, oil and adjust every component part of the system such as the contact points, springs, levers, coils and relays.
- C.3.94.5** The Contractor shall assure that all oil and gas burning systems work is satisfactory at all times. All oil and gas burning system repairs shall be accomplished within twenty-four (24) hours upon notification by the District. If parts with long lead time have to be ordered for any repair work, the contractor shall inform the COTR and obtain approval for the delivery schedule of parts involved in the repair work.
- C.3.94.6** The Contractor shall replace defective part(s) of the oil and gas burning system promptly. For long lead time parts, temporary repairs shall be made until such time that new parts become available. The repair parts shall be obtained from the original manufacturer. Parts not obtained from the manufacturer shall be approved by the COTR prior to use.
- C.3.94.7** The Contractor shall respond to emergencies within twenty-four (24) hours from the time the repair request was made. Calls received by the contractor before 10:00 a.m. on a regular business day **MUST BE RESPONDED TO** before 10:00 a.m. the following business day.
- C.3.94.8** The Contractor shall respond to request for services, as stated in **Section “C”**. If the request for service is made on a Friday, the contractor shall respond no later than the following Monday, unless Monday is a District Holiday, in which case, Tuesday would be the deadline for responding to the call. Failure to comply with this requirement may be cause for the Contracting Officer to have the work performed by others and the cost of such work deducted from the contract price.
- C.3.94.9** The Contractor shall inform the COTR, by means of written proposal, the cost of repairs of any outstanding defects or adjustments needed to bring any system up to 100% operation after his required annual condition report and after any call for emergency service.
- C.3.94.10** The Contractor shall have ample and complete stock of replacement parts sufficient for normal maintenance and repair of all oil and gas burning systems. All new parts shall be genuine products of the original manufacturers of the various types of oil and gas burning systems involved or equal.
- C.3.94.11** The Contractor is responsible for performing all work necessary to provide summer clean-up and continuous annual maintenance repairs and emergency services for the oil and gas burning systems at the locations cited in the contract.
- C.3.94.12** During the summer clean-up, the Contractor is responsible for informing the COTR of any repairs that might be needed for proper operation of the burners prior to the start of the heating season.

- C.3.95 Execution of Work for Preventive Maintenance and Cost Reimbursable Work**
- C.3.95.1** The Contractor shall furnish all labor, plant and material, do all work, furnish all accessories and do everything necessary to carry out the contract in good faith by keeping all oil and gas burning system equipment in good working order, utilizing materials of like design and composition to those originally supplied and installed with accurate workmanship, skillfully fitted and properly connected.
- C.3.95.2** All work shall conform with the District of Columbia codes and regulations which are stipulated by DCRA. The contractor shall obtain all licenses and permits that may be required from the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration (BLRA), 941 North Capitol Street, N. E., Washington, D. C. 20002.
- C.3.95.3** All work shall be performed by skilled oil and gas burning system electricians directly employed; licensed to work in the District of Columbia and supervised by a Project Manager that is certified by the National Institute of Certification Engineering Technologies (NICET). All field work shall be done by electricians who are licensed in the District of Columbia who have NICET certification and by mechanics who are fully experienced in the repairs and maintenance of the various types of equipment involved.
- C.3.95.4** Except for emergency call-back service, hereinafter provided for, **all work shall be performed** on Mondays through Fridays, 8:15 a.m. to 4:45 p.m. The Contractor shall respond **within a twenty four (24) hour period** after the initial call.
- C.3.95.5** Upon inspection and receipt of a **Defect Notice** of repairs required from the DCRA's BLRA, the contractor shall commence work within twenty-four (24) hours of notification and complete the repairs on or before the date specified therein and shall forward a report of compliance to the COTR within twenty-four (24) hours of completing the work.
- C.3.95.6** If there is evidence that the contractor has not initiated action to remove the defect(s) noted in the **Defect Notice**, which is issued by the DCRA Inspector, upon receipt of the second notice, the District may take over the work and have it accomplished by another contractor(s) and the cost of the work will be deducted from the contract price if it is determined that the work is within the scope of the contract.
- C.3.95.7** The contractor shall provide emergency call-back service consisting of a response within twenty four (24) hours to emergency requests by telephone or otherwise, from the COTR or his designated representative(s), if trouble or an emergency nature develops between regular examinations, on any day of the week, at any



hour, day or night. Failure to respond may be cause for the CO, at his option, to call another oil and gas burning system company to service the oil and gas burning system(s) and the cost of such service shall be deducted from the contract price.

**C.3.95.8** The necessity of continuous oil and gas burning system use requires prompt service, therefore, the contractor shall respond immediately to notices and calls for oil and gas burning system emergency repairs by the COTR. If the contractor fails to start the work within twenty four (24) hours after notification, or, if in the opinion of the CO, the work is not being carried out as expeditiously as possible, the CO may have the repairs made by some other party and the cost of these services will be deducted from payments due the contractor.

**C.3.96 Description of Work for Preventive Maintenance of Oil and Gas Burning Systems**

**C.3.96.1** The work described below applies to all oil and gas burning system equipment in the facilities listed in the Equipment List, Section J.3. The Contractor shall perform his work and maintain the oil and gas burning systems in compliance with D.C. Codes and National Fire Codes.

**C.3.96.2** All oil and gas burning systems equipment shall be maintained in satisfactory working condition at all times. Additional oil and gas burning system equipment which is not covered by this contract may be added by change order(s).

**C.3.96.3** The Contractor shall repair, adjust or replace parts as they become necessary.

**C.3.96.4** The Contractor shall inform the COTR of any necessary repairs and replacement of parts beyond the (preventive maintenance) scope of the contract which need immediate attention, including an explanation as to the reason such repair is recommended. The intent of the contract is to perform the required preventive maintenance work in order to prevent major breakdowns of the systems.

**C.3.96.5** The Contractor shall repair any malfunctions of the oil and gas burning system(s) as quickly as possible in order to minimize the duration that the facilities lack oil and gas burning system protection.

**C.3.96.6** The Contractor shall furnish and replace or repair every component of the oil and gas burning system (whatever the value), at no cost to the District, whichever the case may be, to provide full preventive maintenance services and maximum operating efficiency. This includes but is not limited to the following:

Electric Motors  
Thermostats  
Stack Stats

Aquastats  
 Relays  
 Pressure Controls  
 Wiring from the load side of the junction box on the supply line feeding  
 Main Shut-Off Cock  
 Automatic Gas Valve  
 Main Gas Valve  
 Main Gas Regulator  
 Gas Checking Cock  
 Gas Pressure Cock  
 Gas Pressure Switches  
 Air Switches  
 Draft Controls  
 Flame Scanners  
 Fuel Valves  
 Oil Burner and Control Motor  
 Nozzle Assemblies  
 Fuel Strainers  
 Fuel Pumps  
 Transformers  
 Electrodes  
 Water Feeder  
 Low Water Cut-Off  
 Pressure Gauges  
 Temperature Gauges  
 Minor Refractory Repairs  
 Sealing Off Air Leaks Around Boiler and Smoke Pipe

- C.3.96.7** The Contractor shall adjust all components to obtain maximum operating efficiency and submit an annual report for each unit indicating operating pressure or temperature, excess air in flue gas and flue gas temperature for both minimum and maximum firing rates.
- C.3.96.8** The Contractor shall brush the tubes once a year during the heating season with a flue brush.
- C.3.96.9** The Contractor shall inspect the fuel tanks to assure absence of any defects.
- C.3.96.10** The Contractor shall prepare oil and gas burners for inspection prior to the heating season, as required by Licenses and Inspections.
- C.3.96.11** The Contractor shall inspect each installation and check for proper operation and adjustment, including the cycle of operation, so as to obtain minimum fuel consumption at the beginning of the heating season.
- C.3.97** **Summer Clean-Up and Reconditioning Work**

- C.3.97.1** The Contractor shall vacuum and clean boilers, smoke stack flues and chimney (including horizontal and vertical runs of flues and smoke stacks).
- C.3.97.2** The Contractor shall make minor repairs to the refractories.
- C.3.97.3** The Contractor shall seal all air leaks around the boiler and smoke pipes.
- C.3.97.4** The Contractor shall clean the strainers.
- C.3.97.5** The Contractor shall clean the entire burner and lubricate the motor.
- C.3.97.6** The Contractor shall clean and adjust the ignition system.
- C.3.97.7** The Contractor shall clean and adjust all controls.
- C.3.97.8** The Contractor shall inspect for and repair any leaks.
- C.3.97.9** The Contractor shall prepare steel boilers for annual boiler inspections and replacement of boilers into operation.
- C.3.97.10** The Contractor shall adjust burners and controls for maximum efficiency.

**C.3.98 Annual Inspection of Steel Boilers**

- C.3.98.1** The Contractor shall inspect the steel boilers in the summer months of June through August (after the close of the heating season), in order to give time for inspections and for any repairs to be made. Arrangements must be made with the Office of Smoke Regulation and Boiler Inspection in regards to the performance and completion of preparing the boilers for inspection, as indicated below.
- C.3.98.2** The Contractor shall drain the steel boilers of all water as soon as they are discontinued from use at the end of the heating season.
- C.3.98.3** The Contractor shall remove manhole covers (if any), hand hole plates and washout plugs and thoroughly wash out boilers and remove deposits of mud and scale. The contractor shall remove plugs shall from water column connections.
- C.3.98.4** The Contractor shall drain, flush out and clean the low water cutouts. Stack switches and other controls shall be removed and cleaned by the contractor.
- C.3.98.5** The Contractor shall thoroughly clean tubes and accumulation of soot shall be removed from the boiler, breeching and base of stack.
- C.3.98.6** The Contractor shall thoroughly clean the fire box.

- C.3.98.7** When all boilers have been prepared for inspection in the above manner, the contractor shall notify the Boiler Inspector.
- C.3.98.8** The boilers shall then be left drained and open until inspected by the Boiler Inspector and then may be closed up and filled with water.
- C.3.99 Annual Inspection of Cast Iron Boilers**
- C.3.99.1** The Contractor shall inspect the cast iron boilers during the heating season.
- C.3.99.2** The Contractor shall thoroughly clean the boilers, breeches and base of stacks and shall remove all accumulations of soot and fly ash.
- C.3.99.3** The Contractor shall, prior to inspection, blow down the boilers to such extent that the water runs clean.
- C.3.99.4** The Contractor shall notify the Boiler Inspector when the above has been done so that the Boiler Inspector can make inspections as soon as possible thereafter. The Boiler Inspector should be consulted in advance in regards to an acceptable time for inspection.
- C.3.100 Vandalism**
- C.3.100.1** All individual services performed must be included in the contractor's original maintenance cost. The District must be billed for vandalism only. Vandalism carries a \$350.00 deductible for any vandalism repairs. This means the first \$350.00 charge on billable service of vandalism must be included in the contractor's original maintenance cost and the contractor will be reimbursed for the balance owed for any labor and materials.
- C.3.100.2** Any services rendered after hours, weekends, or holidays normally performed during regular working hours, will not be billable. The contractor shall bill the District only for the additional costs incurred.
- C.3.101 Non-Vandalism Work After Hours:**
- |                    |                                       |                 |
|--------------------|---------------------------------------|-----------------|
| Example:           | Responded on a Saturday for Emergency |                 |
| Labor:             | 4 Hours @ rate of \$70.00:            | \$280.00        |
| Regular Rate:      | 4 Hours @ rate of \$50.00:            | <u>\$200.00</u> |
| Difference to Pay: |                                       | \$ 80.00        |
- C.3.102 Repairs, Replacement and Cost Reimbursable Work for the Oil and Gas Burning Systems**
- C.3.102.1 Cost Reimbursement Component**

**C.3.102.1.1** The Contractor shall perform these services under the reimbursable component of the contract. All services and materials, which are not included in the fixed price for services as set forth in **Section C**, shall be reimbursed in accordance with the hourly rates and the materials cost ceiling established in the contract.

**C.3.102.1.2** The Contractor shall repair or replace all equipment damaged by misuse of equipment by person(s) other than the contractor, his representative(s) or employees or by reason(s) of any other cause beyond the control of the contractor.

**C.3.102.1.3** The Contractor shall perform other repairs on the oil and gas burning systems, as requested and/or required.

**C.3.103 Materials**

All parts and materials used for repairing the oil and gas burning system equipment shall be the product of the manufacturers of the existing equipment and/or approved equal to meet the minimum Federal specifications.

**C.3.104 Standards**

Unless otherwise specified in writing, all materials, design clearances, construction, workmanship and tests shall conform to all applicable D. C. Codes, National Electrical Codes and Fire Codes.

**C.3.105 Replacement Items**

The Contractor shall maintain, at all times, ample and complete stock of replacement items which conform to the style, size and appearance of the existing items and District of Columbia's Code. All major replacement items shall be approved, prior to installation, by the COTR. Wiring shall be in conformity with the District of Columbia's Electrical Code.

**C.3.106 Grass-cutting and Landscaping Services**

The scope of work and specifications shall include the following:

- Care and maintenance of existing landscape materials and surfaces; and
- Installation and/or transplantation of landscape materials and surfaces.

Work shall not be considered completed until the Contractor has removed from the premises all trash, debris, litter, lawn clippings, landscape wastes and

materials. etc., which accumulate in the performance of work. Containers for handling this material shall be furnished by the Contractor.

The contractor shall conduct operations to ensure minimum interference with roads, streets, walks and adjacent facilities.

There shall be no storage space available at any site. Tools, equipment and supplies shall be transported to each site and removed at the end of each workday.

All necessary precautions, including the use of appropriate warning signs and barricades, shall be taken to prevent personal injury, damage to property (including existing landscape materials, surfaces, and structures), and/or damage to the environment when conducting operations.

All plant materials purchased for and/or installed as part of this contract shall become the property of the District Government. The Contractor shall purchase and have delivered any seasonal replacement or new plant material to be installed as part of this contract.

The Contractor shall replace or restore damaged landscape materials, landscape surfaces, or structures caused by normal operations and/or as a result of the Contractor's negligence at no additional cost to the District.

**Warranty:** The Contractor shall be responsible for a period of one (1) year after completion of work to maintain and guarantee all plants. Plants that are dead, unsightly, or unhealthy shall be replaced immediately by the Contractor

**Water Source:** The Contractor may connect to any existing hose bibs, water lines, or other connections which are provided for the purpose of watering at each facility, otherwise water shall be provided by the Contractor. The Contractor shall provide the hose, sprinklers, and any other equipment needed to properly apply the correct amount of moisture.

The Contractor shall locate and mark all underground utilities in areas of work. Plant pits shall be dug one-and-one-half (1½) times the dimension of the root ball. All plants shall be set in the pit on a layer of compacted backfill (topsoil or approved soil mixture) vertically and centered accordingly. The most desirable side of the plant shall face toward the prominent view. All air spaces and voids surrounding the root ball shall be backfilled to half the depth of the ball, and then tamped so as to situate the plant in a stable and well aligned position. For balled and burlapped plants, excess burlap and tying cord shall be folded back or removed accordingly. All plastic wrapping shall be completely removed before the placement of backfill. Remainder of pit shall then be backfilled conforming to established grades, tamped, and watered thoroughly, all within the same planting day. Care shall be taken during handling, backfilling, tamping and watering to avoid plant damage, especially cracking or breaking of the root ball.

### **C.3.106.1 Grass Cutting**

All grass areas identified in accordance with this solicitation shall be mowed and maintained at a height of three (3) inches at all times. Areas to be cut shall be policed prior to mowing to remove any paper, stones, or debris, which may have accumulated. Accumulating clippings on the turf shall be collected and removed from the site.

**Rough Cut:** Only in those areas not identified as manicured lawn, the Contractor shall cut grass at approximately one-half (½) the number of frequencies as manicured lawn areas. Rough cut areas do not require removal of accumulated clippings, edging or trimming.

**Trimming:** Trimming around monuments, fences, poles, walls, signs, etc., shall be done each time the grass is cut. Trimming height is to be the same height as the cut grass.

**Edging:** Edging around curbs, walks, ornamentals, etc., shall be done each time the grass is cut. A well defined line must be established and maintained.

**Lawn Planting:** Lawn areas containing naturalized plantings of flowering plants shall not be mowed until their foliage has turned yellowish-brown and died back to the ground.

### **C.3.106.2 Mulching**

**C.3.106.2.1** Mulch shall be commercial grade shredded hardwood bark or equivalent and placed around the following:

- Shrubs
- Ground Cover
- Flower Beds
- Perennials
- Trees
- Ornamentals

**C.106.2.2** All areas to be mulched shall be raked, debris removed, edge re-established, and any excessive mulch/soil buildup removed prior to mulch application. All ornamentals, including borders and openings within round cover beds shall be mulched, but only after fertilizer has been applied.

### **C.3.106.3 Scheduling**

Application shall be between March 1<sup>st</sup> and March 15<sup>th</sup> of each year.

### **C.3.106.4 Weeding**

Weeds shall be removed from the following areas:

### **C.3.106.5      Ornamentals**

Trees, shrubs, ground cover and herbaceous perennials shall be weeded on the average of once every two (2) weeks, or as necessary, to maintain a weed free condition.

### **C.3.106.6      Non-planted Areas**

Parking lots, sidewalks, gravel areas, etc., shall be weeded on the average of once every month, or as necessary, to maintain a weed free condition.

### **C.3.107          Fertilizing**

**C.3.107.1**      Fertilizing shall be completed prior to mulching and applied to the following:

- Trees
- Shrubs
- Ground Cover
- Herbaceous Perennials
- Turf

**C.3.107.2**      Granular or liquid formulations shall be used for turf. Plant material should be healthy, robust and in good appearance as a result of fertilization.

### **C.3.108          Scheduling**

Application for trees, shrubs, ground cover, and herbaceous perennials shall be between March 1<sup>st</sup> and March 15<sup>th</sup> of each year. Application for turf shall be included with turf renovation (August) and a second application, if required, shall follow six (6) to eight (8) weeks later.

### **C.3.109          Pruning**

**C.3.109.1**      All trees and shrubs, including deciduous and evergreen, are to be pruned and shaped.

- Trees
- Shrubs
- Ground Cover

## **M A R C H**

1.        Prune trees, clip/share vines, hedges and shrubbery.



2. Remove underbrush, trim fence line, guard rails, sign posts, walls and flag poles.
3. Mulch all beds and trees to three (3) inches in depth.
4. Clean-up all debris generated from pruning, clipping and shearing.
5. Police entire site, mow, edge and collect grass.
6. Apply herbicide along fence lines and sidewalks.
7. Apply fertilizer to lawns, beds and trees.

**NOTE:** All services must be completed by the 25th day of March. A District Government representative must be present when fertilizer and chemicals are being applied.

## **A P R I L**

1. Aerate lawn area.
2. Regrade, seed and sod as necessary.
3. Trim, clip and shear vines, hedges and shrubbery after trim, clip and shear vines, each mowing.
4. Weed beds and turn mulch, adding new mulch if necessary to maintain three (3) inches in depth.
5. Clean-up all debris generated from pruning, clipping and shearing.
6. Police entire site, mow, edge and collect grass.
7. Apply lime to grass areas.

**NOTE:** All services must be completed by the 25th day of April. A District Government Representative must be present when liming is being performed.

## **M A Y**

1. Shear, clip and trim hedges, vines and shrubbery.

2. Weed and mulch all beds and trees to maintain three (3) inches in depth.
3. Replant shrubs and vines.
4. Clean-up all debris generated from pruning, clipping and shearing.
5. Police entire site, mow, edge and collect grass.
6. Irrigate lawn and beds.

**NOTE:** All services must be completed by the 25th day of May. Irrigation and spraying shall performed on different days. A District Government representative must be present when spraying is being performed.

## **J U N E**

1. Shear, clip and trim hedges, vines and shrubbery.
2. Weed and mulch all beds and trees to maintain three (3) inches in depth.
3. Clean-up all debris generated from pruning, clipping and shearing.
4. Police entire site, mow, edge and collect grass.
5. Irrigate lawns and beds.

**NOTE:** All services must be completed by the 25th day of June.

## **J U L Y**

1. Shear, clip and trim hedges, vines and shrubbery.
2. Weed and mulch all beds and trees to maintain three (3) inches in Depth.
3. Clean-up all debris generated from pruning, clipping and shearing.
4. Police entire site, mow, edge and collect grass.
6. Irrigate lawns and beds.

**NOTE:** All services must be completed by the 25th day of July. Irrigation and spraying shall performed on different days. A District Government representative must be present when spraying is being performed.

## **A U G U S T**

1. Shear, clip and trim hedges, shrubbery and vines.
2. Weed and mulch all beds and trees to maintain three (3) inches in depth.
3. Clean-up all debris generated by shearing, clipping and trimming.
4. Police entire site, mow, edge and collect grass.
5. Irrigate lawns and beds.

**NOTE:** All services must be completed by the 25th day of August.

## **S E P T E M B E R**

1. Shear, clip and trim hedges, shrubbery and vines.
2. Aerate and seed.
3. Weed and mulch all beds and trees to maintain three (3) inches in depth.
4. Clean-up all debris generated by shearing, clipping and trimming.
5. Police entire site, mow, edge and collect grass.
6. Irrigate lawns and beds.

**NOTE:** All services must be completed by the 25th day of September.

**C.3.109.2** Granular or liquid formulations shall be used for turf. Plant material should be healthy, robust and in good appearance as a result of fertilization.

### **C.3.109.3 Scheduling**

Application for trees, shrubs, ground cover, and herbaceous perennials shall be between March 1<sup>st</sup> and March 15<sup>th</sup> of each year. Application for turf shall be included with turf renovation (August) and a second application, if required, shall follow six (6) to eight (8) weeks later.

### **C.3.110 Janitorial Services**

C.3.110.1 Contractor(s) shall comply with OCP Directive 1303.00, dated October 1, 2003, entitled “Environmentally Preferable Purchasing.” (Applicable Document #3)

C.3.110.2 The District will prescribe areas to be cleaned and the cleaning standards that contractors shall meet. In doing so, the District will implement a Quality Assurance (QA) Program, including inspections/evaluations of each phase of the base (routine) cleaning requirement as well as the related supplemental services performed by the contractor. Emphasis of the District’s QA Program will be placed on quality and timeliness of contractor service delivery. A description of specific requirements follows.

#### **C.3.110.2.1 Regular Facility Business Hours**

Regular facility business hours are 24 hours a day, 7 days a week.

#### **C.3.110.2.2 Basic Daily Cleaning**

The Contractor shall perform daily cleaning as follows:

Clean interior space – room and office

Clean and disinfect restrooms, locker rooms, shower stalls and utility sinks

Stock toilet supplies

Vacuum and spot clean carpet

Clean and maintain corridor, lobby and entrances

Clean and disinfect drinking fountain

Collect and remove facility trash and recyclables

Clean exterior grounds-sidewalks, steps, entrance-ways, fountains, planters, balconies, arcades and parking areas

Clean stairwell and landing

Clean elevator cab

Clean and maintain floor surfaces - vinyl, wood and terrazzo, marble, brick pavers, and concrete

Clean security booth, desk or counter

Clean snack bar, vending area, concession space, kitchen, seating area, and brown bag room

Clean exercise room and lounge

Clean food court/coffee shop

Clean and disinfect dining hall and kitchen areas

Wash window and glass door - interior and exterior 8’ and below from the ground level

Stripping and refinishing floors

Clean garage (excluding stripping and sealing with two {2} coats of sealant)

### **C.3.110.3      Related Supplemental Services**

The Contracting Officer may direct the Contractor to perform janitorial and related supplemental work in addition to the basic (routine) cleaning. Two categories of this type of service are identifiable:

### **C.3.110.4      Mandatory Services**

Mandatory services refer to related supplemental services that the Contractor shall perform in the building upon request by the District agencies. The services include:

- Shampoo carpets and rugs
- High dusting/cleaning beyond 8'
- Removal of snow and ice
- Utility work/emergency janitorial requests
- Strip and seal garage floors with two (2) coats of sealant once a year
- Quarterly stripping and waxing of all hard surface floors (excluding garage)

### **C.3.110.5      Non-Mandatory Services**

Non-mandatory services refer to related supplemental services that the Contracting Officer may issue a written notification to direct the Contractor to perform in the facilities and the contractor has an obligation to the District to perform if it is determined that it is in its best interest to have the Contractor do the work. Such services include, but are not limited to:

- Window washing 8' and above
- Venetian blinds washing
- Steam clean shower areas

**C.3.110.5.1**      The District reserves the right to acquire the non-mandatory supplemental services from sources other than the Contractor when it is considered in the best interests of the District Government to do so, price and other factors considered. If the Contractor is asked to provide non-mandatory services not included herein, the Contractor may be entitled to an equitable adjustment.

**C.3.110.5.2**      Contractor shall not perform supplemental services by diverting resources from base work that is supposed to be accomplished.

### **C.3.110.6      Specifications for basic (routine) daily cleaning**

#### **C.3.110.6.1      Clean interior space – room and office**

The Contractor shall clean all interior space to present a uniformly clean appearance. Furthermore, the Contractor shall make sure that all vertical and

horizontal surfaces shall be free of dirt, dust and debris; that glass surfaces (excluding exterior windows) shall be clean and free of smudges; that furniture shall be free of obvious dust, dirt, and debris; that carpets will be free of obvious spots and stains and shall be clean and free of dirt and debris. Also the Contractor shall make sure that flooring requiring a finish shall be maintained at a high luster and shall be free of all marks, dirt and debris. Finally, the Contractor shall be responsible that. Wood paneling shall be free of soil substances, dust, streaks, and spots.

**C.3.110.6.2 Clean, disinfect, stock restroom**

Restrooms shower stalls, and utility shall present a uniformly clean appearance. Fixtures shall present a clean, shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic materials etc. Floors shall be cleaned, disinfected and free from dust, dirt, debris or bacteria. Partitions and walls shall be free of dirt, graffiti and dust.

**C.3.110.6.3 Stock toilet supplies**

Hand towels, soap, toilet tissues, toilet seat covers, sanitary napkins, deodorant air fresheners etc. shall be stocked on shelf in designated storage spaces in quantities adequate to ensure sufficiency between cleanings. (A minimum of 10% of all identified toilet supplies shall be stocked on shelf at the work site at all times). In restrooms where there is no soap dispenser, contractor shall purchase and install dispensers at own cost and repair/replace dispensers that become broken immediately.

**C.3.110.6.4 Vacuum and spot clean carpet**

Carpet shall be free of spots, stains, chewing gum, tar, grease, litter and shall present a uniformly clean appearance.

**C.3.110.6.5 Clean and maintain corridor, lobby and entrances**

Corridor, lobby and entrances shall present a clean appearance free from litter, dirt, debris and discarded items. Cleaned corridors and entrances shall show no signs of liquid spillage, stains or foreign matter.

**C.3.110.6.6 Clean and disinfect drinking fountain**

Drinking fountains shall be cleaned to be free of watermarks, debris, or encrustation and shall be sanitized.

**C.3.110.7 Collect and remove trash & recyclables**

- C.3.110.7.1** All facility trash and recyclables shall be collected as necessary to assure that trash and paper are not allowed to accumulate and overflow receptacles.
- C.3.110.7.2** The recyclables shall be collected separately and stored in designated labels recycle contains.
- C.3.110.7.3** The Contractor shall empty recyclables from offices where large and mid-sized centralized containers are located. Centralized containers may be large white corrugated boxes approximately 42” high holding white ledger paper and/or mixed paper and smaller corrugated boxes approximately 18” high holding newspapers. Centralized containers may also be composed of a plastic material.
- C.3.110.7.4** The centralized containers shall be emptied into marked plastic recycling containers (with wheels) designed for recycling use only.
- C.3.110.7.5** The Contractor shall provide descriptive labels in Spanish and English on all containers used to transport trash and recyclables to the loading dock or designated pick-up point within each building.
- C.3.110.7.6** The recycling containers shall be taken to the loading dock or pick-up point within the building to be replaced by the same size and type of container for recycling transport only. As specified, on a building-by-building basis, there may be a need to empty the recycling containers into another larger container designated by the recycling hauler for transport. In these cases, the recycling containers will not be replaced.
- C.3.110.7.7** The Contractor shall separate the recycling materials (white paper, mixed paper, newspaper and corrugated boxes) from the regular trash. Separation is intended to mean that the recyclable commodities will be kept in containers that are different than the trash containers.
- C.3.110.7.8** The Contractor shall pull corrugated containers from the trash stream and place them in designated places for recycling. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler.
- C.3.110.7.9** Dumpster sites shall be kept clean, orderly and trash shall not be allowed to blow around on the ground. Trash receptacles/waste baskets shall be emptied daily to rid them of dirt, food, beverage spoilage and odors.
- C.3.110.7.10** The Contractors shall weigh the recycling materials weekly, using scales provided by the District. The Contract shall complete and submit the Weekly Recyclable Weight forms to the COTR.

**C.3.110.8 Clean exterior grounds, entrance ways, fountains, planters, balconies, arcades and parking areas.**

All exterior grounds including sidewalks, steps, and fountains shall present a clean - appearance - free from litter, dirt, trash, debris and discarded items. No trash and debris shall be allowed to accumulate on grounds. Grounds shall be free of all human excrement and all avian pest excrement. There shall be no obvious signs of liquid spillage, stains or foreign matter on concrete, brick or other surfaces.

**C.3.110.9 Clean stairwell and landing**

All stairwells and landings shall be free of dust, dirt, spillage and other removable soil substances. Carpeted stairwells and landings shall be free of obvious dirt, dust, spots and spillage.

**C.3.110.10 Clean elevator surfaces**

Elevator surfaces shall be clean and free of obvious dust, dirt, smudges, soil substances, gum or other foreign matter. Metal surfaces shall be free of obvious smears, smudges or soil substances. Carpeted surfaces, hard wood floors and elevator door tracks shall be maintained free of soil or foreign substances.

**C.3.110.11 Clean and maintain floor surfaces - vinyl, wood, brick pavers, and concrete**

Floor surfaces shall be free from trash, debris, dirt, marks or foreign matter. Floor surfaces wood, terrazzo, marble requiring a finish shall have a uniformly clean appearance without obvious unsightly build-up. All treated surfaces shall be slip resistant. Laminated floor surfaces (Information Technology [IT] space) shall be free of dirt, scuffmarks and foreign matter. Walk-off mats shall be used at entrances during inclement weather.

**C.3.110.12 Clean security booth**

Contractor shall adhere to the same requirements as interior space cleaning in section C.3.113.6.1 .

**C.3.110.13 Clean snack bar, vending area, concession space, kitchen area, seating area and brown bag room**

Contractor shall adhere to the same requirements as for interior space cleaning in section C.3.113.6.1 and restroom cleaning and disinfecting as described in section C.3.113.6.2 to clean snack bar, vending area, concession space, kitchen area, seating area and brown bag room.



**C.3.110.14 Clean exercise room/lounge**

Contractor shall adhere to the same requirements as for interior space cleaning in section C.3.113.6.1 and restroom cleaning and disinfecting in section C.3.113.6.2 to clean exercise room/lounge.

**C.3.110.15 Wash window/glass door – interior and exterior 8’ and below from ground level**

Window and glass door surfaces shall present a uniformly clean appearance. Interior and exterior glass surfaces shall be clean and free of smudges.

**C.3.110.16 Stripping and refinishing floors**

Stripped and refinished floors shall form maximum gloss and uniform sheen from wall to wall including corners. Refinished floors shall present a clean appearance free from scuffmarks or dirt smears. Furniture and other equipment moved during stripping and refinishing shall be returned to their original positions.

**C.3.110.17 Garage cleaning**

Contractor shall be responsible that garages shall be free of trash, litter, feces, bird or animal carcass, bottles, cups, broken glass, oil, grease, sand, and other foreign matter.

**C.3.111 Related Supplemental Services**

**C.3.111.1 Mandatory Services**

**C.3.111.1.1 Shampoo carpets and rugs**

Carpet and rug shall be free of streaks, stains and spots and shall have a bright uniform color.

**C.3.111.1.2 High dusting/cleaning**

Surfaces shall be free from all dust, lint, litter and soil (beyond 70"). Walls shall be free from dirt, smudges and markings. Ceiling shall be free from cobwebs and loose dirt.

**C.3.111.1.4 Remove ice and snow**

Contractor shall remove snow and ice from walks and entrances, steps, landings, sidewalks, ramps, vehicular courts, parking lots, and other approaches when snowfall measures at least two (2) inches or ice creates a hazardous condition. No salt shall be used. Contractor shall remove snow continuously from the facilities in order to maintain a non-hazardous condition. Ice shall not be allowed to

solidify. Contractor shall be responsible for all damage to grounds and landscape caused by the application of chemicals for ice and snow removal. Contractor shall remove snow and ice, 365 days of the year.

**C.3.111.1.5 Utility work/emergency janitorial requests**

The Contractor shall be responsible to provide utility cleaning services from time to time as requested. Utility services shall result from one or more of the following developments such as spills, leaks, floods, sickness, and breakage. In addition the Contractor shall be responsible to provide special cleaning before, during and after special events.

**C.3.111.1.6 Strip and seal garage floors**

Contractor shall be responsible for stripping garage floors. Subsequently Contractor shall seal garage floors with two (2) coats of sealant once a year.

**C.3.111.1.7 Treatment of hard surface floors**

Contractor shall be responsible for stripping and waxing of all hard surface floors (excluding garage floors) on a quarterly basis.

**C.3.112 Non-Mandatory Services**

**C.3.112.1 Window washing**

All cleaned windows and glass shall be free of streaks and stains. All paints, putty, film and foreign matter shall be removed from associated frames, sills and sashes.

**C.3.112.2 Venetian washing**

All cleaned Venetian blinds including slats and tape (including both sides of the blind) shall be washed free of all dust, embedded dirt and cobwebs. While vertical blinds may only be cleaned in place, Venetian blinds may be removed but shall be re-hung within two (2) business days.

**C.3.113 Daily Attendance Records**

The Contractor shall maintain daily attendance records of Contractor staff performing services under this contract. The attendance records shall include staff member's name, hours worked, and location and facility assignments.

**C.3.114 Accident Reports**

The Contractor shall provide prompt and accurate reporting and documentation of all accidents and/or unusual incidents such as Contractor's employee involved in

an on the job accident, damage to District property, a fire at a facility or any non-routine incident involving the Contractor's personnel or equipment at a facility.

## **SECTION D:     PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number five \*(5) Inspection of Supplies [if applicable], and clause number six \*(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.
  - E.1.1 Services as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
  - E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during the contract performance and for as long as the contract requires.
  - E.1.3 The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District shall perform inspections and tests in a manner that will not unduly delay the work.
  - E.1.4 If the District performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
  - E.1.5 If any of the services do not conform to contract requirements, the District may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the District may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
  - E.1.6 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the District may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the District that is directly related to the performance of such service or (2) terminate the contract for default.

### **E.2 Quality Assurance**

- E.2.1 As part of the District's quality assurance program, the District may:
- E.2.2 Review and, if warranted, reject any reports or other submittals required from the Contractor;

- E.2.3 Review performance and service records, including but not limited to BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted;
- E.2.4 Review the adequacy of the Contractor's quality control program and documentation, and the success of this program in correcting deficiencies before the District must direct correction under its quality assurance program. Improvements may be directed if the program is determined to be insufficient or ineffective.
- E.2.5 Obtain tenant satisfaction survey information, and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements;
- E.2.6 Make physical inspection of facility equipment and systems, to include programs and files maintained on computers and Contractor on-site offices and work areas, and require correction of deficiencies noted.
- E.2.7 Perform inspections with District personnel or independent third-party inspectors.
- E.2.8 Contractor performance will be evaluated on the basis of the performance success or deficiencies (which may involve M&V methods), success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation, which is less than satisfactory even if the Contractor takes corrective action.
- E.2.9 The use or non-use of any Quality Assurance methods (e.g., an M&V program) by the District will not constitute a waiver of or excuse from contract requirements.
- E.2.10 The District may implement or change Quality Assurance measures at any time during the term of the contract.

### **E.3 Quality Inspection**

- E.3.1 OPM may assess the Offeror's performance with respect to accomplishing the purposes outlined in the Program Scope. Specifically, the Contractor's performance shall be assessed to determine the quality of services delivered and the Contractor's ability to deliver services.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of two (2) years from date of award specified on the cover page of the contract.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of three (3) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **F.3 DELIVERABLES**

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
	Building Operating Plan	1	Bound paper copy & Electronic copy in MS Word or editable PDF format	30 days after contract award	COTR
	Monthly Reports	1	Bound paper copy Electronic copy in MS Word or editable PDF format.	Five days following the end of the reporting period for the month	COTR
	Initial Deficiency List (IDL)*	1	Bound paper copy & Electronic copy in MS Word or editable PDF format.	30 days after contract award	COTR

	Measurement factors for the quality service tenant surveys (questionnaires)	1	Hard copy	Five calendar days after contract award	COTR
	List of Contractor's contact(s) on the job site with phone numbers.**	1	Hard copy	10 days after contract award	COTR
	Internet and/or e-mail services from the Contractor's home office and provide e-mail address.	1	Hard copy	10 days after contract award	COTR
	Copy of Material Safety Data Sheets (MSDS) for all chemical products the Contractor has and/or intends to use on the job site.	1	Hard copy and soft copy. The information shall be contained in a loose-leaf binder in alphabetical order according to the common name of the chemical product. The information shall be cross-indexed in alphabetical order by chemical names. Additionally, the Contractor shall legibly label all storage containers or cans in which all the chemicals are stored.	10 days after contract award	COTR
	The Contractor's written hazardous materials communications (HAZMAT) program established and implemented to ensure the Contractor will meet all currently applicable	1	Hard copy and soft copy	10 days after contract award	COTR



	environmental and other regulatory requirements.				
	A detailed written itemized equipment inventory showing the manufacturer type, model, age, and storage location of all equipment the Contractor will use to fulfill the requirement of this contract.	1	Hard copy and soft copy	10 days after contract award	COTR
	A written itemized inventory of all materials and supplies (including cleaning products and restroom supplies) that the Contractor will use on the job site. This inventory shall identify the manufacture, type, and quantity on the job site for each item.	1	Hard copy and soft copy	10 days after contract award	COTR
	The Contractor shall submit a weekly Recycle Weight report that provides the weight of the recyclable material left for recycling pick-up at each site/facility. The report shall provide the address of the facility, the date, the weight of the recycling materials and any	1	Hard copy and soft copy	Monday following the end of the week the report is based on or Tuesday, if Monday is a federal holiday.	COTR

	pertinent comments. The site supervisor or a representative of the Contractor shall sign the Weekly Report.				
	The Contractor shall provide in writing a plan and schedule (with critical milestones) to remedy all deficiencies that are identified at the monthly meeting.	1	Hard copy and soft copy	Three business days after the monthly meeting	COTR
	The Contractor shall submit a copy of the tracking log monthly.	1	Hard copy and soft copy. Must be legible.	Five calendar days after the end of the month for which the report is written.	COTR
	The Contractor shall prepare and submit monthly janitorial schedules report to include weekly, monthly, and quarterly periodic cleaning services to be provided during the upcoming month.	1	Hard copy and soft copy. The monthly janitorial schedules report shall provide a description of the service and the date the service is to be performed.	Every quarter	COTR

\*IDL - The Offerors are responsible for walking through the completed facility post-construction, pre-award to inspect facility and equipment. Anything noted at this time as being “deficient”, upon initiation of the contract, the winning Offeror shall not be held liable for. Any damage or incomplete work shall be noted at this time, or the winning Offeror may be liable for the remedy (i.e. repair or replacement) of the deficiency once the contract is awarded.

\*\*Access to these personnel by the District is a necessary prerequisite to satisfactory performance on this SOW. Failure to be able to contact these key personnel or their refusal to respond in an emergency situation shall constitute a failure to perform and shall be subject to deductions for damages caused and costs incurred by the District to obtain alternative response and remedy to the emergency.

- F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.
- F.3.2** Submittals associated with work orders (e.g., water treatment reports) shall be included in the BOP.

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

**Name:** Office of the Controller/Agency CFO  
**Address:** Office of Property Management  
441 4<sup>th</sup> Street, NW  
Washington, D.C. 20001

**Telephone:** 202-727-0333

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

### **G.2.3 Additional Services and Reimbursable Repairs**

**G.2.3.1** Each invoice for Additional Services or Reimbursable Repairs shall be submitted to the appointed COTR and shall reference the contract number, the ordering official, and information describing the work performed. The COTR may require attachment of substantiating documentation.

**G.2.3.2** The Contractor shall invoice the District for Reimbursable Repairs that the District authorized, on a single consolidated invoice at the end of each month of performance. This invoice shall clearly identify each Repair, and show further breakdown into parts and labor components. The labor component shall indicate the total labor hours or cost, and the portion of this claimed as reimbursable. If Repair(s) were subcontracted, copies of the subcontractor(s)' invoices shall be attached. If the Contractor directly purchased parts or components, copies of receipts shall be attached. Reimbursable Repairs authorized by Task Order may be invoiced separately upon completion and acceptance of work.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT - LUMP SUM PAYMENT**

The District will pay the full amount due the Contractor under this contract after:

**G.4.1** Completion and acceptance of all work; and

**G.4.2** Presentation of a properly executed invoice.

## **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Sheila D. Mobley  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, 700 South  
Washington, D.C. 20001  
Telephone: 202-724-4757

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Edward Hampton  
Administrator, Facility Management Division  
Office of Property Management  
2000 14<sup>th</sup> Street, NW, Suite 335  
Washington, D.C. 20001  
Telephone: 202-671-0560

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.10 ORDERING CLAUSE**

- a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.



- c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## **G.11 CORRECTIVE ACTION**

In addition to its rights under the Default Clause under the Standard Contract Clauses in Attachment J.1, if the District determines that the Contractor has failed to comply with terms of the Contract or has violated applicable Federal or District law, regulation or court order, the District may request corrective action within the time frame established by the District. The Contractor shall complete all steps necessary to correct the identified violation. Upon the Contractor's failure to comply with an approved corrective action plan the District may impose monetary penalties as follows:

- G.11.1 Withhold of up to ten (10%) percent of the Contractor's monthly payment when the District has determined that the Contractor has failed to perform according to the corrective action plan and Sanctions have been previously imposed.

## **G.12 RIGHT TO WITHHOLD PAYMENT**

The District reserves the right to withhold or recoup funds from the Contractor in accordance with any remedies allowed under the Contract or any policies and procedures

## **G.13 CONTACT PERSON FOR PROCUREMENT INFORMATION**

Christian C. Nwachukwu  
Contract Specialist  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW  
Washington, D.C. 20001  
Telephone No. 202-724-4236  
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## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 1994-2104, Revision No. 25, date of last revision: 05/23/05, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated

in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act.

If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals

Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

## **H.6 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

## **H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

## **H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

## **H.9 DISTRICT RESPONSIBILITIES**

### **H.9.1 Telephone**

The District will provide limited telephone service as required for performance of this contract, including local and long distance service. The use of facilities is restricted to that level which is specifically needed for contract performance. The Contractor is responsible for any misuse of the service.

### **H.9.2 Computer Equipment**

The District will supply one computer workstation, including peripherals, necessary to operate building control systems (BAS). The Contractor is required to provide all other equipment needed to operate and maintain the BAS.

### **H.9.3 District Communications Systems**

The District may elect to furnish Contractor pagers, cell phones and wireless messaging devices. If the District so elects, Contractor shall utilize such items as directed by the District, in accordance with general District policy.

#### **H.9.4 District Furnished Property**

District property shall remain the property of the District in all respects. The COTR may require Contractor personnel to sign for receipt and custody of District furnished property, at the discretion of the COTR. The Contractor shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing contract services, and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

#### **H.9.5 Office, Workshop, Storage Space, and Machine Rooms**

The District will provide the Contractor with limited space for storage of tools and supplies, office space, and spare parts. The Contractor is responsible for accountability and security of all property and facilities furnished for Contractor use or otherwise entrusted to it; and for maintaining it in a clean, serviceable condition.

#### **H.9.6 Furniture and Furnishings**

The District will furnish workshop, office and storage space within the building to support the Contractor's operational requirements. This space shall be provided to Contractor with furnishings. Existing furnishings must be kept neat and clean and be returned to the District at the expiration of the contract in reasonably the same condition as at the time of entering into the contract, less fair wear and tear. The Contractor is responsible for securing supplies and valuables belonging to the Contractor.

### **H.10 CONTRACTOR RESPONSIBILITIES**

The contractor shall provide all the manpower, supervision, materials, supplies and equipment necessary to perform all the services described herein for base (routine) cleaning and related services. This includes the provision of such items as plastic trashcan liners, disposable restroom paper products, and hand soap. The contractor shall determine frequency of cleaning as well as the cleaning methodologies to be utilized to ensure that it renders and maintains a level of cleanliness of all designated areas in a manner that is satisfactory to the users/tenants of those areas. Contractor performance, however, will be rated by the District's evaluation of results, NOT the frequency or method of performance. The evaluation of results will be based on tenant satisfaction measured by the combination outcomes of quarterly quality service tenant surveys, resolution rate of validated tenant complaints, and Contracting Officer and/or designee's scheduled and/or unscheduled facility inspections.

#### **H.10.1 Identification (Building Pass or Identification (ID) Badge**

- H.10.1.1 The Contractor shall assure that each employee has a building pass or ID badge, as required pursuant to procedures required by the building manager of the specific building(s), before beginning duties.

- H.10.1.2 The Contractor shall assure that all employees visibly wear their passes with them during duty hours. The CO or COTR may periodically verify the passes of Contractor employees with their personal identification.
- H.10.1.3 If building security procedures require photo ID badges, the Contractor shall make his employees available for production of photo identification badges on a schedule to be worked out with the District field office. The badges will be produced by the District, at District expense, upon receipt of a favorable security report (see "Security Clearance Requirements"). Contractor shall remove all personnel who fail the District's security screening. Contractor employees will sign such ID badges at time of photography. Employees shall not be permitted to begin work until badges have been issued. The Contractor shall assure that all badges are returned to the COTR as employees are terminated and when the contract expires. The Contractor shall immediately notify the COTR on loss of a badge.

#### **H.10.2 Uniforms or Identifying Patches**

- H.10.2.1 Contractor personnel including all subcontractor personnel shall present a neat appearance, shall not wear torn, tattered, or soiled clothing, and shall practice good personal hygiene. All personnel in Contractor's organization shall wear clothing that immediately identifies them as a member of Contractor's team providing services under this contract. The Contractor shall provide nametags with the Contractor's name or logo and the employee's name above the pocket or on the chest where pockets would normally be located. Contractor employees shall have identification badges, which they shall wear visibly at all times while on the facility. Contractor employees shall comply with a standard uniform dress code accepted by the COTR.

#### **H.10.3 Security Clearance Requirements**

- H.10.3.1 The Contractor shall submit to the COTR or his designee, not later than twenty (20) working days prior to the start date of contract performance, two completed fingerprinting charts and one personal history statement, using forms provided by the District, for all Contractor personnel including subcontractor personnel who have access to the building in the performance of contract work. These forms will be submitted for new employees before they can commence duty in the Facility.
- H.10.3.2 Contractor shall continue throughout the performance of the contract to provide the above security information for any new personnel, twenty (20) days in advance of the proposed assignment of such personnel. The District will make its best efforts to process the security information in twenty (20) days, but if the screening process takes longer than twenty (20) days, such delay shall not be a cause for extra payment to Contractor.

- H.10.3.3 Contractor's "on-site" time measurement shall start when personnel actually start work after passing through security screening.
- H.10.3.4 If the CO or COTR receives an unsuitable report on any employee or prospective employee, the Contractor shall be advised immediately that such employee or prospective employee cannot continue to work or be assigned to work under the contract.
- H.10.3.5 The District has exclusive discretion over the granting, denying, withholding and terminating of clearances for employees and Contractor personnel, including subcontractors. The District may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof and the granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the District.

#### **H.10.4 Staff Management and Supervision**

The Contractor shall provide adequate trained staff and supervision to perform the requirements described in Section C.3 at each facility/site. The Contractor's staff shall at a minimum:

- H.10.4.1 Perform the required services in a skillful and workmanlike manner;
- H.10.4.2 Maintain a familiarity with acceptable industry standards;
- H.10.4.3 Certification in training and safety including the proper use of equipment and adherence to all safety rules and regulations and shall not create any hazardous or unsafe conditions while performing work under the contract; and
- H.10.4.4 Possess a valid government issued identification at all times when performing work under this contract.

#### **H.10.5 Key Staff**

The Site Supervisor shall serve as the Contractor's primary point of contact and shall maintain overall responsibility for the successful completion of the requirements described in Section C.3

#### **H.10.6 Contractor Furnished Supplies, Materials, and Equipment**

The Contractor shall furnish all supplies, materials and equipment necessary for the performance of the work required by this contract, except as otherwise specified herein.



## **H.10.7 Quality Control Plan**

- H.10.7.1** The Contractor shall develop and implement a quality control plan (QCP) to ensure and document that the requirements, as described in Section C are performed.
- H.10.7.2** The QCP shall at a minimum include routine monitoring to identify performance deficiencies, follow-up to ensure successful resolution of deficiencies and procedures to address emergency requests.
- H.10.7.3** The OCP should delineate Contractor's capability to provide quality services and to monitor and measure the effectiveness of those services by using, but not limited to, strict manpower supervision.

## **H.11 STANDARDS OF CONDUCT**

- H.11.1** The Contractor shall be responsible for maintaining satisfactory standards of personnel and employee competence, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees, and all personnel providing work under this contract, as may be necessary. The Contractor is also responsible for ensuring that his personnel do not disturb operations, remove papers on desks, open desk drawers or cabinets, or use District telephones except as authorized.

## **H.12 RECORDING PRESENCE**

- H.12.1** Each person in Contractor's organization must sign in (or punch in on an approved device) when reporting for on-site duty and sign out when leaving after completion of work in the building. The COTR will indicate a log or form to be used for this purpose.

## **H.13 CONTRACT MANAGER**

- H.13.1** Not later than five (5) days prior to the date contract performance begins, the Contractor shall submit to the COTR a written notice designating a contract manager, to whom all notices issued by the District may be delivered or mailed, including notices required under the contract for proposed deductions and final decisions under the deduction provisions of the contract and two alternates telephone number shall be furnished to the COTR for contacting the contract manager. The Contractor shall use internet-accessible e-mail as a method of informal communication between the contract manager and District representatives.

## **H.14 SUPERVISION OF WORK**

- H.14.1** The Contractor shall supervise work performed; the District shall not supervise Contractor employees. If a single technician is present, that technician must be capable of working independently and must be able to speak for the Contractor for purposes of performance of the work at hand. If multiple technicians are present, one must be identified as being supervisory (although the supervisor may be a working technician).

## **H.15 PERSONNEL QUALIFICATIONS**

### **H.15.1 Qualifications of Supervisory Personnel**

- H.15.1.1 Contractor's supervisory personnel shall have experience sufficient to equip such personnel with the particular knowledge, skills and abilities necessary to supervise the operations and maintenance functions in buildings comparable in size and complexity to this building and its systems.

### **H.15.2 Qualifications of Technicians**

- H.15.2.1 All personnel engaged in the work to be accomplished under this contract shall possess at least three (3) years of recent (within the past five (5) years) experience in the operation and maintenance of equipment and systems comparable in complexity to systems covered by this contract.
- H.15.2.2 All technicians working on and around boilers and chillers shall possess current District of Columbia Stationary Engineers as required by the District to operate the equipment contained in this contract.
- H.15.2.3 Trainees not meeting the experience requirement may be employed in work under this contract if under the direct supervision of Contractor's journeyman technician at all times.
- H.15.2.4 Exceptions to the experience requirement may be granted by the COTR on a case-by-case basis, at the sole discretion of the COTR.

### **H.15.3 Submission of Resumes for New Employees**

- H.15.3.1 The Contractor shall submit to the COTR for approval the resumes, references and license(s) for all personnel prior to such personnel beginning work during the performance period(s) of the contract.
- H.15.3.2 When resumes are submitted, the COTR will review the resumes, and may check the references for qualified training, competent past performance in the trades in which proposed for this contract, and reliable work history. If approved, the COTR will certify the Approval to the Contractor, in writing, prior to contract start date, or prior to the employee starting work, as applicable to the situation. If the submitted candidates are not acceptable, the Contractor must submit new candidates for the COTR's consideration.

## **H.16 ORDINANCES, TAXES, PERMITS, AND LICENSES**

- H.16.1 Without additional expense to the District, the Contractor shall:

- H.16.1.1 Comply with all District of Columbia and District laws, regulations and ordinances.
- H.16.1.2 Be liable for all applicable District of Columbia taxes.
- H.16.1.3 Obtain and pay for all permits and licenses governing performance under the contract.

## **H.17 ACCESSIBILITY OF RECORDS**

- H.17.1 All records and files, which this contract requires the Contractor to maintain, shall be made readily accessible to District representatives, including third-party contract inspectors, on request. The Contractor shall instruct all on-site personnel to cooperate with District or third party contract inspector requests for records access or information, to include answering all questions related to performance of work honestly and comprehensively.

## **H.18 OTHER CONTRACTORS**

- H.18.1 The District may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and/or District employees. The Contractor shall carefully schedule his own work, in conjunction with the additional work, as may be directed by the COTR. In addition, the Contractor shall not commit or permit any act, which will interfere with the performance or work by another Contractor, or by District employees.

## **H.19 AUDITS, RECORDS, AND RECORD RETENTION**

- H.19.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of expenses audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. Contractor acknowledges that requests for payment of reimbursable costs are "claims for payments" under District false claims law, and that Contractor therefore must maintain high standards of accuracy for all such requests. In the event that the District has made all payments to the Contractor and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.19.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.19.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media)

pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.19.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by District, or other personnel duly authorized by the District.

H.19.5 Persons duly authorized by the District shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.19.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

## **H.20 COPIES OF THE CONTRACTOR'S PAYROLLS**

H.20.1 Upon request in writing by the COTR, the Contractor shall within five (5) working days, furnish a certified copy of the last payroll prior to date of said request. This payroll shall reflect payments for all Contractors' personnel working under this contract during the payroll period. The COTR may request copies of any or all payrolls during the life of the contract.

## **H.21 CONFLICT OF INTEREST**

H.21.1 No official or employee of the District of Columbia who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations).

H.21.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.21.3 Upon District request, Contractor shall cause its staff and consultants to sign non-disclosure and conflict of interest statements, on forms provided by the District.

## **H.22 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS**

### **H.22.1 Environmentally Preferable Product Goals**

H.22.2.1 The District is seeking contractors to provide environmentally preferable and effective janitorial products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

H.22.2.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

### **H.22.3 Environmentally Janitorial Products**

H.22.3.1 Janitorial products subject to the requirements of this clause include the following

- All Purpose Cleaner
- Bathroom cleaner
- Bathroom deodorizers
- Bathroom disinfectant
- Bathroom hand cleanser/soap
- Carpet Cleaner
- Chrome and brass cleaner/polish
- Floor stripper/finish
- Furniture polish
- General degreaser
- General disinfectant
- Glass/window cleaner
- Graffiti remover
- Gum remover
- Lime and scale remover
- Solvent spotter
- Urinal deodorizers/cleaner
- Wood floor (wax/cleaner/finish)

### **H.22.4 Prohibited Cleaning Products**

H.22.4.1 Janitorial products with the following ingredients shall not be used because they pose an unacceptable risk to the person using the product, building occupants and the environment:

- Alkylphenol Ethoxylates
- Benzyl Alcohol
- CFC-22, Chlorodifluoro Methan
- Coconut Oil; Diethanolamine
- Diethanolamine
- HCFC-142b
- Lauric Acid Diethanolamine
- Methyl Chloroform; 1, 1, 1,-TCE
- Methyl Ethyl Ketone

Naphthalene  
Nitrilotriacetic Acid  
Paradichloro benzene  
Perchloroethylene  
Tetrachloroethylene  
Toluene  
Tributyl Tin  
Trichlorethylene

## **H.22.5 Janitorial Product Health and Environmental Requirements**

H.22.5.1 The Contractor shall only use janitorial products during the performance of this contract that meet the following requirements:

### **H.22.5.1.1 Skin and Eye Irritation**

- a) This attribute refers to the janitorial cleaning supplies containing chemicals that are either mildly or strongly irritating to the skin or eyes. These substances are either highly alkaline or acidic.
- b) The Contractor shall use products with a pH between 7.2 and 7.8 which are acceptable alkaline levels.

### **H.22.5.2 Food Chain Exposure**

- a) This attribute refers to ready-to-use cleaning products containing ingredients that are consumed by smaller aquatic plants and animals that increase in concentration through the food chain.
- b) The Contractor shall use products when the bio-concentration factor (BCF) measured less than 1,000.

### **H.22.5.3 Air Pollution Potential**

- a) This attribute refers to janitorial products containing volatile organic compounds (VOC) that could form smog once in the atmosphere, thereby causing irritation of the eyes, nose, throat, lungs and asthma attacks.
- b) The Contractor shall not use products containing volatile organic compounds (VOC) in concentrations that exceed 10% of the weight of the product.

### **H.22.5.4 Fragrances**

- a) This attribute refers to products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor. This

attribute does not include natural odors associated with cleaning agents (e.g. a lemon odor).

- H.22.5.5      Dyes
- b)      The Contractor shall not use products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor.
  - a)      This attribute refers to dyes that have been added to a formulation to enhance or change the product's color.
  - b)      The Contractor shall use products without dyes.

H.22.5.6      Minimizing Exposures to Concentrates

- a)      This attribute refers to the possibility that an end-user of the product could be exposed to a concentrated form of the product, thereby exposing the end-user to a greater health risk than that caused by exposure to the ready-to-use product.
- b)      If possible, the Contractor shall use products that are not in a concentrated form.
- c)      If the Contractor uses products in a concentrated form, it must be a part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

**H.22.6      Packaging Reduced/Recyclables**

H.22.6.1      If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled contents products.

H.22.6.2      No products shall be delivered in aerosol cans.

H.22.6.3      All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers or spray bottles.

**H.22.7      Product Safety**

H.22.7.1      The Contractor shall be responsible for:

H.22.7.2      Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation or prohibited products.

H.22.7.3      Any spills or leaks that occur during the use or transportation of their products.

- H.22.7.4      Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- H.22.7.4      Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.
- H.22.8      Environmentally Preferable Solvent Products**
- H.22.8.1      Solvents are fluids or mixture of fluids capable of dissolving substances to produce compositions for industrial value.
- H.22.8.2      Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:
- H.22.8.2.1      Alcohols.** Alcohols are solvents that dissolve substances such as shellacs, vinyls acrylics, epoxies and silicones.
- H.22.8.2.2      Aliphatic Hydrocarbons.** Aliphatic Hydrocarbons are solvents often found in coatings and insecticides. Commonly used as a degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
- H.22.8.2.3      Aromatic Hydrocarbons.** Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
- H.22.8.2.4      Chlorinated Hydrocarbons.** Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- H.22.8.2.5      Glycols.** Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethano), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
- H.22.8.2.6      Esters.** Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- H.22.8.2.7      Ethers.** Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropol ether.



**H.22.8.2.8 Ketones.** Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.

**H.22.8.2.9 Other Solvents.** Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

## **H.22.9 Environmentally Preferable Solvent Products**

H.22.9.1 The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:

### **H.22.9.1.1 Health Hazards**

- (a) Bodily Contact - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;
- (b) Inhalation – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,
- (c) Ingestion – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

## **H.22.10 Physical Hazards**

H.22.10.1 Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.

H.22.10.2 The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

## **H.22.11 Prohibited Solvents**

H.22.11.1 The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene  
Carbon tetrachloride

Trichloroethylene  
tetrachloroethane  
methoxyethanol  
ethoxyethanol  
Methyl chloride  
Trichlorotrifluoroethane  
Chlorinated Fluorocarbon Compounds

#### **H.22.12 Packaging**

- H.22.12.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.
- H.22.12.2 No products shall be delivered in aerosol cans.
- H.22.12.3 All products must be available in non-aerosol containers such as ready- to- use pump action sprays, air-charged refillable containers, or spray bottles.

#### **H.22.13 Product Safety**

- H.22.13.1 The Contractor shall be responsible for:
  - H.22.13.1.1 Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
  - H.22.13.1.2 Any spills or leaks that occur during the use or transportation of their products.
  - H.22.13.1.3 Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
  - H.22.13.1.4 Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

#### **H.22.14 Environmentally Preferable Products Goals**

- H.22.14.1 The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.
  - H.22.14.1.1 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

#### **H.22.15 Paint Environmental Requirements**

H.22.15.1 The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

H.22.15.2 Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs (pounds/gallon)
Category I	Interior Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	Exterior Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	Anticorrosive		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

#### H.22.16 Prohibited Paint Components

H.22.16.1 Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

Trichloroethane	Formaldehyde
Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Methyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

#### H.22.17 Packaging

H.22.17.1 Paint cans and their components shall not be fabricated with lead.

#### **H.22.18 Product Safety**

H.22.18.1 The contractor shall be responsible for:

H.22.18.1.1 Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.

H.22.18.1.2 Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.

H.22.18.1.3 Any spills or leaks that occur during the use or transportation of their products.

H.22.18.1.4 Paying the clean up cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

#### **H.23 DAILY SIGN-IN/SIGN-OUT LOG**

Upon arrival to and prior to departure from the facility, Contractor personnel shall complete a sign-in/sign-out log, designed by the contractor and acceptable to the District. This log shall contain columnar line entries for such information as Date/Time of Arrival/ Departure, Hours Worked, type of work Performed etc. All employees shall make entries to the log on-site. There shall be no exceptions to this requirement. A copy of the daily sign-in/sign-out log shall be submitted to the COTR monthly.

#### **H.24 MONTHLY MEETING**

**H.24.1** The Contractor shall meet with the **COTR** on a monthly basis through out the life of the contract. These meetings shall be held on the job site during normal working hours at a time and location established by the District. At these meetings the Contractor shall demonstrate to the District the extent to which the Contractor has fulfilled all the requirements of the contract. The Contractor shall also advise the District of all instances where the Contractor has not fulfilled any of the requirements of this contract as well as all complaints received by the Contractor which relate to the performance of the services required by the contract. The Contractor shall provide in writing to the District (within three (3) business days after this meeting) a plan and schedule (with critical milestones) to remedy all deficiencies that are identified at this meeting.

**H.24.2** The Contractor shall maintain an up-to-date log and/or tracking of all janitorial and related supplemental services requested from the contractor pursuant to this contract by the District. A legible copy of this log shall be submitted monthly to the District within five (5) calendar days after the end of the month for which the report is written. At a minimum, the report shall include:

- H.24.2.1** The date, time, name, phone number and affiliation of requestor, nature of request and location of requirement to satisfy the request;
- H.24.2.2** The nature and extent of the problem and/or work requested;
- H.24.2.3** The status of completion of each request;
- H.24.2.4** A summary of all outstanding work requests.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or

financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_  
With \_\_\_\_\_ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or



warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

**I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of

Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) Commercial General Liability Insurance: \$1,000,000 limits per occurrence, the District added as an additional insured.
- (b) Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance: According to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limits disease.
- (d) Umbrella/Excess Liability Insurance: \$5,000,000 limit per occurrence.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## **I.10 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

## **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

## **I.12 PRE-AWARD APPROVAL**

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

- I.12.1 In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

### **I.13 CONTINUITY OF SERVICES**

- I.13.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.13.1.1** Furnish phase-out, phase-in (transition) training; and

**I.13.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.13.2** The Contractor shall, upon the Contracting Officer's written notice:

**I.13.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and

**I.13.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

**I.13.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**I.13.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**I.13.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

#### **I.14 ESTIMATED QUANTITIES**

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

#### **I.15 COST-REIMBURSEMENT CONTRACTS**

If this contract is a cost-reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

#### **I.16 CANCELLATION CEILING**

In the event of cancellation of the contract because of nonappropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of \$50,000 dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

## **SECTION J:            LIST OF ATTACHMENTS**

### **J.1       ATTACHMENT**

**J.1.1**    Wage Determination No1994-2104, Revision No. 25, date of last revision: 05/23/05.

**J.2       INCORPORATED ATTACHMENTS** *(The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and incorporated with the offer.)*

**J.2.1**    LSDBE Certification Package

**J.2.2**    E.E.O. Information and Mayor' s Order 85-85

**J.2.3**    Tax Certification Affidavit

**J.2.4**    First Source Employment Agreement

**J.2.5**    Cost/Price Data Package

**J.3       Equipment Inventory List**

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of: \_\_\_\_\_  
an individual,  
a partnership,  
a nonprofit organization, or  
a joint venture.

(b) If the offeror is a foreign entity, it operates as:

an individual,  
a joint venture, or  
a corporation registered for business in  
\_\_\_\_\_(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY  
OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully

aware of the content of the Mayor’ s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror\_\_\_\_\_Date\_\_\_\_\_

Name\_\_\_\_\_Title\_\_\_\_\_

Signature\_\_\_\_\_

Offeror \_\_\_\_has \_\_\_\_has not participated in a previous contract or subcontract subject to the Mayor’ s Order 85-85. Offeror\_\_\_\_has \_\_\_\_has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors.

(The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’ s Order.)

#### **K.4 BUY AMERICAN CERTIFICATION**

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

#### **K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13 of the SCP.

\_\_\_\_\_  
\_\_\_\_\_

## **K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the offeror is considered to be a certification by the signatory that:
- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit a contract, or
    - (iii) the methods or factors used to calculate the prices in the contract.
  - 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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***(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);***

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.



- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

#### **K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- A. Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- B. A negative reply will not adversely affect consideration of your bid/proposal.
- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

**In pricing section of contract:**

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools			
___	___	College Park, Maryland	___	___	Prince George's County, Maryland
___	___	Culpeper County, Virginia	___	___	Prince George's Public Schools
___	___	District of Columbia	___	___	Prince William County, Virginia
___	___	District of Columbia Courts			
___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority.	___	___	Prince William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
			___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm.
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	<b>Greenbelt, Maryland</b>	___	___	<b>Loudoun County, Virginia</b>
___	___	Manassas, Virginia			
___	___	MD-Nat. Cap. Park & Plng. Comm.			

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Vendor Name

**K.9 CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS**

- K.9.1** The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of Contracting and Procurement specifications in support of its environmentally preferable purchasing (EPP) initiative.
- K.9.2** The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.
- K.9.3** The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

## **Certification**

I, \_\_\_\_\_ (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum EPP attributes outlined in the solicitation's specifications and \_\_\_\_\_'s bid or proposal.

\_\_\_\_\_  
*Signature of Bidder or Offeror*

\_\_\_\_\_  
*Date*

## **K.10 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)**

**K.10.1** Definitions. As used in this provision:

**K.10.1.1 Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

**K.10.1.2 Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

**K.10.1.3 Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**K.10.1.4 Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**K.10.1.5 Employee:** means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

**K.10.1.6 Individual:** means an offeror/contractor that has no more than one employee including the offeror/contractor.

**K.10.2** The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance

duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.10.2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.10.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.10.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.10.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Take appropriate personnel action against such employee, up to and including termination; or

- b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.10.2(1) through K.10.2(6) of this clause.

**K.10.3** The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

**K.10.4** In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.10.2 or K.10.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

## **K.11 EMPLOYMENT AGREEMENT**

By submission of its offer, the Offeror certifies and agrees that, for all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area (see Clause 28 of the Standard Contract Provisions), one of the primary goals of the District government is the creation of job opportunities for bona fide District residents.

Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all new jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees, if any, shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors shall implement the above requirements in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Offeror certifies that it shall enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons that it does not require for this contract, or that it does not consider qualified based on standards the Offeror applies to all job Offerors.

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. POAM-2006-R-0021."

*(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)*

### **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00 pm, February 9, 2006. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be

considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any

questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

## **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, the Office of Contracting and Procurement, 441 4<sup>th</sup> Street, NW, Washington, D.C. 20001 (202-724-5757), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, the Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, the Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

### **L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

### **L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.



## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

## **L.9 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

## **L.10 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

## **L.11 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

## **L.12 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

## **L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with

Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

#### **L.14 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Sheila D. Mobley, Contracting Officer  
441 4<sup>th</sup> Street, NW, 700 South  
Washington, D.C. 20001  
202-724-4757  
[sheila.mobley@dc.gov](mailto:sheila.mobley@dc.gov)

#### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

#### **L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

#### **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## **L.19 STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

## **L.20 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 3:00 pm on January 24, 2006 at the Office of Contracting and Procurement, Public Safety Conference Room, 441 4<sup>th</sup> Street, NW, Suite 700 South, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

### **L.20.1 Mandatory Site Visit**

A mandatory site visit will be held on January 17, 2006, at 9:00 am, at the sites of the Unified Communications Center (UCC) and the Child Development Center (CDC), 2720 Martin Luther King Jr. Avenue, SE, Washington, DC 20032.

## **L.21 HAND DELIVERY OR MAILING OF PROPOSAL**

One (1) original and three (3) complete printed copies delivered or mailed to:

Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 703 South, Bid Counter  
Washington, DC 20001

## **L.22 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **L.23 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for property estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## **L.24 RESPONSIBILITY FOR ASSESSING THE FACILITY**

The Unified Communication Center is a new facility and the readiness of its equipment must be maintained through the term of this contract. As such, the Contractor is responsible for assessing the facility equipment inventory, condition of equipment and systems, and effort needed to operate and maintain the equipment and systems. The Contractor is afforded some additional protection from repairs liability under the initial deficiency list provisions herein, but is otherwise responsible for assessing the cost and effort needed to meet contract requirements. Equipment inventory (Section J.3) and maintenance records provided pre-award to Contractor by District are provided in good faith for informational purposes, but usually contain some errors.

## **L.25 DRAWINGS AND SPECIFICATIONS**

The Drawings are Instruments of Service through which the space for which the service rendered by the Contractor is described. The District shall make available for viewing Drawings and Specifications for three (3) days starting on January 17, 2006, from 9:00 am – 5:00 pm at the UCC construction project office. Representatives from respondent organizations must sign-in on the provided log-in register to view these documents and may at no time remove any documents from the construction project trailer. The winning Offeror shall receive one copy of Drawings. Neither the Contractor, nor any Subcontractor, nor material or equipment supplier shall own or claim a copyright in the Drawings. The Drawings and other documents, and copies furnished to the Contractor, are solely with respect to this project.

If the District does not supply certain equipment, furnishings, and materials, then Contractor shall provide these, in conformance with the Specifications.

## **L.26 STANDARDS OF RESPONSIBILITY**

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

Furnish evidence of the necessary production, technical equipment and facilities or the ability to obtain them.

If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

## **L.27 KEY PERSONNEL**

**L.27.1** The District considers the following positions to be key personnel for this contract: *(Offeror shall name position titles).*

**L.27.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

## **L.28 SUSPENSION OF WORK**

**L.28.1** In the event services are not provided or required by the District because the building(s) is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows:

**L.28.2** The deduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

**L.28.3** The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

**L.28.4** Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

**L.28.5** In the event services are provided for portions of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

## **L.29 CONTRACT COMPLETION OR TERMINATION**

**L.29.1** Poor performance may be grounds for the District to terminate the contract, among other reason such as, but not limited to the lack of certified operating engineers/technicians servicing this job may be reason for default termination of the Contract by the District.

**L.29.2** The Contractor shall turn over all plans, codes, manuals, records, files, reports, databases spare inventory, materials, etc. developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination. The Contractor shall develop a transition plan, which shall describe staffing and organizational structure during the phase-in and phase-out transition period, and how the Contractor will interact with the existing work force during a thirty (30) day of transition at the beginning and end of this contract. The plan shall describe how the Contractor shall perform PM prior to submission of the PM plan specified in the approved operations

plan. The plan shall describe how the Contractor shall communicate and coordinate with exiting operational personnel.

- L.29.3 The Contractor shall develop a transition plan, which shall describe staffing and organizational structure during the phase-in and phase-out transition period, and how the Contractor will interact with the existing work force during a thirty (30) day of transition at the beginning and end of this contract. The plan shall describe how the Contractor shall perform PM prior to submission of the PM plan specified in the approved operations plan. The plan shall describe how the Contractor shall communicate and coordinate with exiting operational personnel.



## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

### **M.3 EVALUATION STANDARDS**

The Government proposal evaluation team shall evaluate proposals from Offerors. This team will select the awardee of this contract by making a business decision that places significantly more emphasis on the technical aspects of the submitted proposals than on price.

Numerical scoring will be used to organize proposal elements under evaluation, but the final selection will be based on the business judgment of the evaluation team, selecting the firm that offers the best balance of price and technical attributes.

Based upon the evaluation criteria described herein, the Government proposal evaluation team will select the prospective awardee that represents the best value for the Government. If the price proposal of the prospective awardee firm is acceptable to the District, the District will award this work to said firm. If the price proposal of the prospective awardee firm is unacceptable to the District and/or requires clarification to achieve acceptability, the District will negotiate any or all elements of the prospective awardee firm's proposal. If such negotiations are satisfactory to the District, the District will award the work to the prospective awardee at the negotiated and/or clarified price. If such negotiations are unsatisfactory to the District, the District will terminate negotiations with the prospective awardee and commence negotiations with the second-rated prospective awardee, if any.

The District reserves the right to reject any or all proposals determined to be inadequate or unacceptable or other reasons determined to be in the best interest of the District. The District may make an award on the basis of initial individual proposals received without discussion or oral interviews. Therefore, each proposal should contain the Offeror's best terms. The District may select a "competitive range" of Offerors by eliminating Offerors whose proposals the District does not find susceptible to being made acceptable. The District may also negotiate with individual Offerors and request clarification and revision of individual proposals. The District may hold discussions with and request oral presentations from those firms determined to be in the competitive range and may use the information derived from such presentations, if any, in the evaluation preceding selection of awardee.

### **M. 4 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

#### **M.4.1 TECHNICAL CRITERIA (\_75\_Points)**

**Technical Evaluation Criteria:** In summary, technical evaluation factors for this contract are used to measure whether an Offeror (a) has "done it before" (i.e. provided the type and quantity of goods and services described in this contract), (b) has "done it well" (i.e. past performance as measured by reference checking), and (c) is proposing the specific people, systems and services that have allowed Offeror to perform well in the past. Evaluators will downgrade Offerors who provide references for personnel and

goods and services that the Offerors do not propose to deliver for this contract, and evaluators will raise the scores of Offerors who propose to deliver the specific people and goods and services that have allowed Offeror to perform well on pertinent goods and services in the past. Offeror is encouraged to apply this three-part test to all of the following technical performance criteria, for all of the types of services and personnel Offeror proposes under this contract.

**Description:** These factors consider the Offeror's past performance, experience and key personnel used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror's performance

The standard is met when:

- a) The Offeror provides 3 letters of reference from three (3) contracts in which the Offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in C.3.; and
- b) The Offeror provides a list of three (3) previous contracts for which the Offeror provided identical and similar work within the last five years other than those clients which are providing reference letters as requested above. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address, and a copy of the performance evaluation review conducted by the customer.
- c) The Offeror shall identify Key Personnel in its proposal. The Head of the Contractor's Team shall have experience in performing similar services. Evidence of certification must be provided with the proposal.

**M.4.1.1 Factor A – Past Performance (25 Points)**

M.4.1.1.1 Evaluation of past performance and experience allows the District to assess the prime Contractor's ability to perform and relevance of the work performed.

**M.4.1.1.2 Past Performance:** This factor considers the extent of the Offeror's past performance within the last 10 years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on previous Clients' assessment of the quantity and quality of Offeror's performance on projects of comparable size, highly technical nature, and complexity. The currency and relevance of the information, source of information, context of the data, and general trends in Contractor's performance shall be considered.

**M.4.1.2 Factor B – Experience of Prime Contractor (25 Points)**

**M.4.1.2.1** This evaluation factor considers the extent of the "corporate" (i.e. organizational) experience of Offeror itself within the last ten (10) years in successfully

delivering projects of comparable scope, size/duration, client type, requirements and complexity to this contract. The District intends to source all services and deliverables described herein from a single Contractor; therefore Offerors that can demonstrate in-house capability for all of the services described herein will receive a more favorable rating than Offerors that propose a multi-company approach, especially one where the personnel do not have demonstrated experience of working together successfully. However, Offerors do not have to provide all of the personnel and services from a single firm or company for their proposals to merit consideration.

**M.4.1.3 Factor C – Key Personnel, skills, and Qualifications (25 Points)**

**M.4.1.3.1** This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project.

**M.4.1.3.2 Proposed Key Personnel:** The key personnel identified below will be evaluated on their specific experience and past performance on projects of similar size and complexity to the work in this contract. Key personnel will also be evaluated on their ability to properly schedule and manage personnel (including subcontractor(s) if applicable) associated with the applicable day-to-day work and required deliverables. In addition, this factor will take into account Offeror's tangible ability to deliver the specific personnel that have been successful on previous relevant projects. The prospective contractor shall provide three references for each key personnel to assess each key personnel's skills and qualifications.

- The head of Contractor's proposed team, who shall also be Contractor's day-to-day representative in contact with the contract COTR.
- Any other personnel proposed by Offeror as key personnel.

Identify key personnel identified listed above by name. Provide resumes for subject personnel that indicate reference names and their telephone numbers.

**M.4.1.3.3 General and Specific Skills and Qualifications:**

**M.4.1.3.3.1** The following factors are listed in their descending order of importance

**M.4.1.3.3.2 Knowledge of mission critical governmental 24/7/365 operational Facilities maintenance requirements:** Offeror has appropriate personnel and systems, and a demonstrated record of accomplishment of delivering the type of services specified in this contract in a time-efficient manner.

**M.4.1.3.3.3 Expert Team Qualifications:** Offeror has proposed expert personnel with demonstrated track records of providing services in support of projects of the type described in this contract. Weight will be given to proposal of an expert team that has the depth of experience and other qualifications necessary to successfully repeat performance of similar projects under similar circumstances.

**M.4.1.3.3.4 Local Presence and Experience:** Offeror has a demonstrated track record of successfully supporting work of the type included in this contract, in the Washington, DC region.

**M.4.2 PRICE CRITERIA ( \_25\_ Points)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.4.3 PREFERENCE ( \_12\_ Points)**

**M.4.4 TOTAL ( \_112\_ Points)**

**M.5 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.6 OPEN MARKET CLAUSES WITH SBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

**M.6.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.6.1.1 Required Small Business Enterprise (SBE) Subcontracting Set-Aside**

\_\_\_\_% of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprises. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting

officer's request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

## **M.6.2 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.6.2.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.6.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.6.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

## **M.6.3 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.6.3.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

- M.6.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.6.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.6.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.6.3.5 Any prime contractor that is an DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.6.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.6.4 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.6.5 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

#### **M.6.6 Vendor Submission for Preferences**

M.6.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.6.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.6.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.6.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

M.6.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **M.6.7 Subcontracting Plan**

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.6.7.1 A description of the goods and services to be provided by SBEs;

M.6.7.2 A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;

M.6.7.3 The names and addresses of all proposed subcontractors who are SBEs;

M.6.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.6.7.5 A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;



- M.6.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.6.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.6.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.6.7.9 A description of the prime contractor's recent effort to locate SBEs and to award subcontracts to them.

**M.6.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

**M.7 OPEN MARKET CLAUSES WITH LSDBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

**M.7.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.7.1.1      Required Subcontracting Set-Aside**

\_\_\_\_% of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned businesses, local business enterprises with their principal offices located in an enterprise zone, small business enterprises, or longtime resident businesses. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

**M.7.2      General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.7.2.1**      Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.7.2.2      Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.7.2.3      Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.7.2.4      Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.7.2.5      Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.7.2.6      Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

### **M.7.3 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.7.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.7.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.7.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.7.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.7.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.7.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

### **M.7.4 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the

equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

#### **M.7.5 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

#### **M.7.6 Vendor Submission for Preferences**

M.7.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.7.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.7.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.7.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

M.7.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **M.7.7 Subcontracting Plan**

Any prime contractor responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.7.7.1 A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROB;

- M.7.7.2 A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.7.7.3 The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.7.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.7.7.5 A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- M.7.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.7.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.7.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.7.7.9 A description of the prime contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

**M.7.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

## **M.8 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.8.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.8.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.